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menced on November 2nd, 1907. Annual Subscription, which must be
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**The Solicitors' Journal
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LONDON, DECEMBER 21, 1907.

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copies should be kept of all articles sent by writers who are not on
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Current Topics.**Right to Deprive Successful Defendant of Costs.**

IF THE newspaper report of *Thompson v. Bee*, tried before A. T. LAWRENCE, J., without a jury on the 7th of December, is correct, there is great difficulty in seeing that the learned judge had the proper materials before him for exercising his discretion in the way which he did. The plaintiff was a bookmaker who sought to recover from the defendant £446 as the balance due upon certain transactions between them. The defendant set up the Gaming Act by way of defence, and the plaintiff's counsel admitted that if this defence were insisted upon the action must fail. He added that it was a little unsportsmanlike of the defendant to set up such a defence; by which was meant, we suppose, that his conduct was contrary to the established usage of betting men and bookmakers. The judge then, according to the report, entered judgment for the defendant without costs. In the recent case of *Westgate v. Crosse*, heard before the Divisional Court on the 17th of October, the court entered upon a discussion of cases as to the materials which are sufficient to justify a judge in depriving a successful litigant of his costs, and after observing that it may perhaps be said with reference to *Harnett v. Viss* (5 Ex. D. 307) that the position of a plaintiff who initiates the litigation is more open to criticism than that of a defendant who is dragged into it against his will, they go on to add that, be this as it may, is is clear that it is no ground for depriving a defendant of costs that he relied upon a defence which he was entitled by law to set up, such as the Statute of Limitations or the Gaming Act. It would seem, therefore, that, whether the case is tried by the judge alone or with a jury, there is a discretion in the judge as to costs, but though that discretion is a wide one, it must be exercised judicially, and the mere fact that a defendant has availed himself of a defence which is allowed by law is not a ground for depriving him of costs. It is, of course, possible that there were circumstances, which are not disclosed in the report, which warranted the learned judge in interfering with the ordinary right of the defendant.

The New Central Criminal Court.

THE VENTILATION and arrangements of the new Central Criminal Court have been the subject of unsparring criticism ever since it has been opened for the trial of prisoners. The

Recorder was stifled by the heat; Mr. Justice RIDLEY suffered so much from draughts that he was afraid there would soon be a vacancy on the bench; Mr. Justice GRANTHAM first found fault with the situation of the witness-box, and then complained of the intolerable humming of the engine which worked the ventilating apparatus; and last of all, counsel complained that they could not hear the statements of the witnesses while they were giving their evidence. Complaints of the bad ventilation and defective acoustic properties of English law courts have always been familiar to every living member of the legal profession, but it is discouraging to find them renewed in the case of a public building which has been erected at a large expense, and which may almost be described as "hot from the oven." We have no precise knowledge of the system of artificial ventilation adopted in the new court. We have read that it is part of this system that the windows should be kept closed, so that anything like an adequate supply of natural air is carefully excluded. In the Report of the Select Committee on Ventilation, appointed by the House of Commons in 1903, different systems of artificial ventilation are discussed, and with regard to one which requires that all windows be kept closed, and that no doors be kept open for a longer period than is absolutely necessary for entrance or exit, the committee state that they have learnt that in buildings in which the system is in use, the very regularity—it may be said the very monotony—of the supply, aided perhaps by the psychological influence of not being able to open a window, produces an unfavourable effect on those remaining in the building for any length of time. They speak of the air as "tiring" or "oppressive" and say they feel "that they want to open the window in order to get a little fresh air." The committee were, therefore, unable to recommend that this system should be adopted. It seems strange that this recommendation was not considered by those who arranged the ventilation of the new court. With regard to the defects in the acoustic properties of the building, we are a little surprised that some experiments were not made before it was finally completed, and that the difficulty of hearing a witness in the box should be discovered for the first time at the commencement of a trial. Anyhow, it is singular to note that the two best courts in London—the court in which Court of Appeal No. 1 sits, and the Lincoln's-inn Old Hall—were not designed for that purpose.

Division of Compensation Payable Under the Licensing Act, 1904.

THE CASE of *Liverpool Corporation v. Peter Walker & Son*, decided by the Divisional Court on the 18th of October, is one of importance to persons interested in licensed premises who are entitled to compensation for a refusal to renew the licence under the Licensing Act, 1904. By section 2 of the Act, a sum equal to the difference between the value of the licensed premises and the value which the premises would bear if they were not licensed premises, is in the case of such a refusal to be paid as compensation to the persons interested in the licensed premises; the amount, in default of agreement, to be determined by the Commissioners of Inland Revenue and to be divided amongst the persons interested in the licensed premises (including the holder of the licence) in such shares as may be determined by quarter sessions. It is further provided that if on the division of the amount to be paid as compensation any question arises which quarter sessions consider can be more conveniently determined by the county court, they may refer the question to the county court in accordance with rules of court to be made for the purpose. The corporation, who were the owners of a freehold beerhouse, granted a lease of it for seventy-five years to brewers at a peppercorn rent, who sublet it to a licence-holder with the usual covenant binding her to sell no liquors upon the premises except those of the immediate lessors. In 1906, when twenty-one years of the term were unexpired, the licence was refused in pursuance of the Act, and the Commissioners of Inland Revenue fixed the compensation payable to the parties interested at the aggregate sum of £603, and the division of this amount was referred by the justices to the county court. We should have thought that the section did not contemplate that the justices should transfer the whole matter of the division of the compensation to the county court; but no objection seems to have been made to such a transfer by the parties. The material

question before the Divisional Court was whether the Act authorized the county court judge, in deciding the proportion in which the aggregate sum was to be divided between the lessors and lessees, to take into consideration the profits of the lessees as brewers. With regard to this point, WALTON, J., was of opinion that evidence as to the amount of this profit was not relevant to the inquiry, though it might be properly taken into account by the Inland Revenue in ascertaining the aggregate amount of the compensation. PHILLIMORE, J., appears to have concurred in this view, but the learned judge also expressed his opinion that the amount immediately divisible must be divided in such proportions as would give the leaseholders the present value of an annuity for the number of years which the lease had to run, and give the reversioners the present value of the deferred capital, the interest on which would produce the annuity. The judgment, so far as it has defined the duties of the county court judge under a rather loosely drawn section, has caused some discussion among brewers and owners of licensed premises.

Stamp Duty on Foreign Conveyances.

THE CASE of *Inland Revenue Commissioners v. Maple & Co. (Paris)* (*ante*, p. 92) is one of those in which different judicial authorities arrive at different results, and, at the same time, seem to regard their own results as perfectly clear. The question related to the stamp duty to be charged on a French instrument known as an *acte d'apport* by which moveable and immoveable property in Paris belonging to an English company was transferred to another company, also an English company, formed for the purpose of taking it over. The consideration for the transfer was the allotment to the parent company of 72,000 £1 shares in the new company, apportioned between the moveable and immoveable property. It was claimed by the Inland Revenue Commissioners that the *acte d'apport* was a conveyance on sale within the meaning of section 54 of the Stamp Act, 1891, and, to get over the objection that that section does not apply to conveyances of property situate abroad, reliance was placed on section 14 (4), which provides that, save as mentioned in the section, an instrument relating, wheresoever executed, "to any property situate, or to any matter or thing done or to be done in any part of the United Kingdom shall not, except in criminal proceedings, be given in evidence, or be available for any purpose" unless duly stamped. It was said that the allotment of the shares by way of consideration was a thing to be done in England, which brought the instrument within this section, and therefore within section 54. But the majority of the Court of Appeal (FLETCHER MOUTON and FARWELL, L.J.J., COLLINS, M.R., *diss.*) (1906, 2 K. B. 834) rejected the argument. Section 14 imposed no duty, but simply imposed a penalty for not stamping. Hence it could not influence the construction of section 54, and since the reasonable construction of that section required that it should be restricted to conveyance of property situate in this country, the *acte d'apport* was exempt. The House of Lords, however, ascribed a different function to section 14. That section is not restricted to the imposition of a penalty for not stamping the instrument, but may be read with section 54 in order to define the scope of the latter section. Consequently, an instrument is liable to duty under section 54, if it relates, either to property in the United Kingdom, or to any matter to be done there. The property which was the subject of conveyance was in France, but the consideration, which was equally a matter to which the instrument related, was to be paid in London, and the *ad valorem* stamp duty therefore was chargeable. The House of Lords prevails, but which is the better reasoning remains an open question.

Countermand of Cheque by Telegram.

THE DECISION of the Court of Appeal in *Curtice v. London City and Midland Bank* (reported elsewhere) is one of considerable interest and importance. The plaintiff on the 31st of October, 1906, drew and handed over a cheque for £63 on the defendant bank with whom he had an account, and in the course of the same day he wished to countermand it. After bank hours he sent a telegram accordingly, and, the bank being closed, it was put in the bank letter-box. He did not confirm it by letter, and by some omission the telegram did not come to the notice of the bank officials till the morning of the 2nd of November. Meanwhile,

on the 1st of November, the cheque had been specially presented to the bank through another bank by post, and had been paid. The plaintiff sued the London City and Midland Bank for the amount of the cheque as money had and received, and the county court judge gave judgment in his favour upon the ground that the bank must be taken to have received the telegram on the morning of the 1st of November, and that the cheque was then countermanded. By section 75 of the Bills of Exchange Act, 1882, countermand of payment and notice of the customer's death are enumerated as the two modes in which the duty and authority of a bank to pay a cheque are determined. The Divisional Court (DARLING and A. T. LAWRENCE, JJ.) (51 SOLICITORS' JOURNAL, 554) were agreed in holding that a cheque could be stopped by telegram, even if not confirmed by letter, but they disagreed as to when the telegram was to be taken to have been received, DARLING, J., holding with the county court judge, that it was received on the 1st of November, and A. T. LAWRENCE, J., holding that it was not received for the purpose of effecting a countermand of payment until it came to the notice of the bank on the 2nd of November. The latter view has been adopted by the Court of Appeal. The point in a countermand for payment is that the countermand should be actually communicated to the bank, and this must be when the communication is brought to the notice of the proper official. "There is no such thing," said COZENS-HARDY, M.R., "as a constructive countermand in a commercial transaction of this kind. In my opinion, on the admitted facts of this case, the cheque was not countermanded in fact, although it may well be that it was due to the negligence of the bank that they did not receive notice of the customer's desire to stop the cheque." But the Master of the Rolls also suggested that the receipt of a telegram, unconfirmed by letter, was not in itself enough to justify a bank in taking the serious step of refusing payment, though it might be a ground for postponing payment till inquiry had been made. But practically this seems to come to the same thing, only it is the bank that asks for confirmation of the telegram instead of the drawer of the cheque offering it. Of course a telegram in itself affords no guarantee of authenticity, and the receiver who acts on it does so at his own risk.

Nullity of Marriage on the Ground of Misstatement by Wife as to Her Age.

A CURIOUS action for nullity of marriage is proceeding in the French courts. The plaintiff, the husband, who is of good family and president of the council of administration, petitions for a declaration that a civil marriage which he contracted on the 11th of July, 1904, is null and void, on the ground that he was induced to contract the marriage by a mistake as to the person with whom he contracted it. The plaintiff was introduced to his wife by a matrimonial agency, and he contends that his consent to the marriage was procured by two forged documents—a certificate of the birth of his wife in 1858, the fact being that she was born in 1848; and a certificate of the death of her mother in 1859, the fact being that the mother died in 1856. Criminal proceedings had been taken against the wife in respect of these forgeries, but had ended in her acquittal. But the husband's contention in the present action is that in any case there was a fraudulent mis-statement as to the age of his wife; that he would never have married her if he had known her real age, and that he is entitled to a decree of nullity under article 180 of the Code Civil, having been led into a mistake as to the person with whom he went through the form of marriage. It is argued that the delivery by one of the contracting parties of a certificate of birth, containing an untrue statement, to the official who celebrated the marriage was a fraud which vitiated the consent of the other party to the marriage, that the age of a contracting party is one of the principal and essential elements of his official description, and where this age is misstated there is a mistake as to the person within article 180, and the marriage is liable to be set aside. The answer of the wife is, first, that her husband was never deceived as to her age, and that her acquittal in the criminal proceedings is inconsistent with the proposition that the marriage was procured by forged documents.

With regard to the legal point as to mistake of the person, a mistake as to the age of a person cannot be considered a mistake as to his identity. We cannot believe that a husband under similar circumstances would obtain a decree in the Court of

Probate, but the decision of the French Tribunal will be read with interest by English lawyers.

"Child" and "Twins."

IN THE report of a case before one of the foreign tribunals it is stated that the controversy arose respecting an agreement for the maintenance of a child. The defendant agreed in writing to pay to a young woman 45 francs per month after the birth of a child of which she was pregnant. She in fact gave birth to twins. The first payment of 45 francs was duly made by the defendant, but the mother objected, contending that she was entitled to 90 francs, as the agreement must be taken to have fixed the cost of the maintenance of one child at 45 francs, and a single payment would not carry out the intention of the parties. The case appears to have been postponed, and, whatever may have been the sympathies of the court, the law would probably be considered to be inconsistent with the double claim. We are not aware of any case in which a question has been raised in the English courts as to how far the term "child" can include "twins." The Bastardy Laws Amendment Act, 1872, which enacts that any single woman who may be with child, or who may be delivered of a bastard child, may make application to petty sessions for a summons against the putative father, and that the justices may make an order on him for the payment to the mother of "the bastard child" of a sum of money weekly, not exceeding five shillings a week, for the maintenance and education of the child and of the expenses incidental to the birth of such child; and which further enacts that if the application be made before the birth of the child, such weekly sum may, if the justices think fit, be calculated from the birth of the child; uses in each section the word "child," and appears to wholly disregard such a contingency as the birth of twins. The explanation is probably that our laws are framed with regard to matters of usual occurrence and not with regard to those which are unusual.

The Jury at Coroners' Inquests.

A WRITER in one of the medical periodicals draws attention to the fact that at a coroner's inquest, held recently at Eastbourne, the whole of the jury, with the exception of the foreman, was composed of unemployed workmen in the district, and observes that a jury constituted in this fashion is open to serious objections. The duties of the jurymen in the particular case were light; they had merely to inquire concerning the sudden death of an infant who was suffering from broncho-pneumonia, and the inquiry lasted only for a few minutes. But a large proportion of the cases heard by coroner's juries are of a different character, and ought only to be determined by men with a sense of responsibility, and not by those whose chief interest in the proceeding is the expectation of earning the trifling remuneration which is allotted to them for their services. Service on a coroner's jury during the winter months must not be looked upon as an asset of the unemployed. The complaint of BLACKSTONE of the manner in which the office of coroner had been reduced from its dignified and honorary character to the position of a paid appointment in the public service, may be applied with greater force to selection of jurymen from a class who are often demoralized by idleness and poverty. The learned commentator points out that, through the culpable neglect of gentlemen of property, the office of coroner had in his days been suffered to fall into disrepute, and get into low and indigent hands, so that, although formerly no coroners would condescend to be paid for serving their country, yet for many years past they had only desired to be chosen for their perquisites. The character of the office has since these days been improved, and all ground for the complaint above mentioned has been removed. We may hope, therefore, that care will also be taken to preserve the efficiency of those who are summoned to assist the coroner in the decision of matters often of the greatest difficulty and importance.

Notification of Births.

A CORRESPONDENT, whose letter we print elsewhere, calls attention to the distinction between "notification" of births under the Notification of Births Act, 1907, and "registration" of births under the Births and Deaths Registration Act, 1874. Of course the object of the new Act, which is only adoptive, is

to ensure early notice to a proper authority that a birth has taken place. Hitherto the notice has been contained only in the registration, for which a period of forty-two days is allowed. Where the Act is adopted the notice will be distinct from the registration, and will be given within thirty-six hours of the birth to the medical officer of health. Our correspondent is no doubt right in saying that our previous very short note on the Act, which was concerned with "notification," did not with sufficient clearness state that this requirement was quite separate from, and additional to, registration. But the recent Act, as he points out, is express on this point. "The notification required to be made under this Act shall be in addition to, and not in substitution for, the requirements of any Act relating to the registration of births": section 1 (4). In fact, as just stated, the Act requires that the birth shall be notified within thirty-six hours, but the former period of forty-two days still remains for registering the birth, doubtless to allow plenty of time for the important business of fixing the name. It is singular that the Act should have been weakened by the unnecessary expedient of making it adoptive.

The Present Position of the Land Registry.

THE LAW Society have selected an opportune moment for the publication of the Remarks on the Present Situation in regard to Compulsory Land Registration, which we print elsewhere. Registration of title is not an institution which flourishes in a country unaccustomed to bureaucratic methods, and it suffers from a succession of rapidly recurring crises. One crisis led to the abandonment of the Land Registry Act, 1862, and the substitution of the Land Transfer Act, 1875. Another induced Lord CAIRNS to shelve a system which was clearly doomed to failure and to devote his energy to conveyancing reforms which have proved permanently useful. Ten years later the financial outlook was relieved by the annexation of the Middlesex Registry fees, but this would not have saved the Land Registry Office from dying of inanition had not compulsory registration been introduced, just as an experiment, in 1897 in order to keep it going. The experiment has proved a costly one. Some half million in fees to cover current expenses and another quarter of a million of borrowed money to build an office suitable for official aspirations represent the total cost to date, and the staff has been increased from some thirty persons, costing annually £9,000, to 180 persons, costing over £50,000. But the system stands in a worse position in public and professional estimation than before all this expenditure was incurred, and it appears to be on the eve of another crisis. The attempt to ignore its experimental character has failed, and it finds an unappreciative world obstinately refusing to allow it to extend its operations beyond the County of London unless its promoters take up their original guarantee and demonstrate that the experiment has proved a success.

The Law Society, in the paper to which we have referred, point out the failure of the compulsory system and the general condemnation to which it has been subjected, and state, as the inevitable conclusion, "that registration does not simplify land transfer generally, and that it would be unjust to continue or extend its compulsory application, and that landowners ought in future to be left free to register their properties or not as they find most to their advantage." The system has, indeed, broken down because the analogy upon which it was supposed to be founded—the similarity of transfers of land to transfers of stocks or ships—was non-existent. A ship is a definite thing as to which there can be no doubt, and which can be used only for the simple purpose for which it is built. Transactions with regard to it in general take the form of sale or mortgage, and the effect of the transaction can be entered without difficulty in the register. Moreover, dealings in British ships frequently take place with foreigners. A ship registered in London is sold while on an eastern voyage to a Japanese buyer, and the price is paid and the purchase completed in London on the faith of the entry in the register. Yet even as to ships the pristine simplicity of the system has had to be modified, and although

the registered title remains pre-eminent, the Legislature found it necessary in 1862 to sanction the creation of equitable interests by instruments off the register.

The difference between land and ships in regard to conveyancing has often been pointed out, and indeed it is apparent from a comparison of the buildings and practice of the Land Registry Office with the buildings and practice of the Custom House. For the registration of dealings in ships it is necessary to be conversant with a few sections of the Merchant Shipping Act, 1894, and to have at hand three forms—a bill of sale, a mortgage for a fixed sum, and a current account mortgage. The entries are made at the Custom House without delay or difficulty. Very different is the system of registration of land, which depends on lengthy Acts of Parliament and a multitude of rules, and which necessitates troublesome interviews or correspondence with officials, with all the consequent delay. In the one case the subject-matter has been found in practice to justify the system of registration; in the other the difference of subject-matter has produced a quite different result—complications, expense, delay, and trouble. In fact, as the writer of the Remarks says: "The advocates of land registration have from the first been pursuing an impossible ideal. Land and buildings cannot be treated like stocks and ships. The conditions are different. Persons buying or leasing land or buildings must have the particular property which they require. Very often it has the benefit of or is subject to special conditions relating to adjoining or neighbouring property or to mining rights. In fact in many cases special details call for special provisions and expert care which officials cannot adequately supply." In short, the Registrar of Shipping and the registrars of stocks and shares, whether at the Bank of England or elsewhere, have an exceedingly simple task—the mere accurate recording of transactions which deal with perfectly defined property and which admit of no variation. The Land Registrar—as witness his statutes and his rules and forms, his building and his staff—has an extremely complicated task which would have produced more confusion than it has but for the ability and energy of the present occupant of the office. For general convenience the system cannot for a moment compare with private conveyancing.

From a consideration of what registration has done and cost in the past, the Remarks turn to the future. It is pointed out that if the desires of the Registry Office should be carried into effect, and the system made universal, the annual cost of sufficient local registries will, on a moderate estimate, be not less than two millions per annum, while a further one million per annum would be required for the necessary offices and fire-proof buildings. It may be said that these figures are mere guesses, but there can be no doubt that the outlay would be very considerable, and all for the purpose of fastening on the country generally the burden which has caused so much trouble in London. Moreover, apart from other objections, the Remarks very pertinently emphasize the extraordinary spread of officialism—and consequently of patronage—which the universal establishment of compulsory registration would involve. This in itself is a very serious matter. The officials, at least the responsible ones, would necessarily be lawyers, and thus two sets of lawyers—the official and the private lawyer—would be involved in nearly all transactions instead of one; while even if the business of registration could be so simplified as to enable outside professional help to be dispensed with, another class of agents, less reliable and more expensive, would spring up. "If the intervention of a public land registry did away with lawyers (which it does not) it may safely be foretold that some other agent would come in whose commission would probably far exceed the fixed and small commission which now protects the client from excessive law charges." The fact is that registration is unsuitable to the condition of land and its owners in this country. Any efforts at further reforms should be directed to completing the simplification of private conveyancing, so well begun in 1881. In this direction lies the true interest of landowners large and small.

The counsel who have elected to practise before the new judge, Mr. Justice Eve, are Mr. P. O. Lawrence, K.C., Mr. Ingpen, K.C., Mr. Stewart-Smith, K.C., M.P., and Mr. Jessel, K.C.

Contingent Liabilities Affecting a Testator's Estate.

WE recently (51 SOLICITORS' JOURNAL, 742) commented on the case of *Lacons v. Wormall* (1907, 2 K. B. 350). The facts of that case were as follows: A testator, whose will was proved in 1897, had in 1891 guaranteed to the plaintiffs the payment of premiums on policies on the life of one of his sons. The executor had notice of the guarantee, but in 1898 he paid over the balance of the estate to a residuary legatee without making provision for it. The premiums were duly paid till 1903. There was then default. The action against the executor failed on the ground of the Statute of Limitations, but the judgments imply that the executor would have been personally liable, as for a *devastavit*, if it had been commenced within six years of the date at which the executor handed over the assets to the residuary legatee.

This raises an important question as to the rights of parties when a contingent liability of this nature exists, and the executor has satisfied all actual liabilities of the estate, so that the residuary legatee is entitled to the balance in his hands, subject only to the question raised by the contingent liability.

It seems that the only safe course for the executor to pursue is to apply to the court, and that the application must be for an administration of the estate, or at least for an inquiry as to debts. This results from the recent judgment of NEVILLE, J., in *Re King, Mellor v. South Australian Co.* (1907, 1 Ch. 72). It further appears that when the court is satisfied that all existing debts of the testator have been paid, it will authorise the executor to pay over the balance to the residuary legatee without retaining anything to answer the contingent liability. Numerous decisions to this effect will be found cited in the case just mentioned. It is there laid down that the order of the court will operate as a complete indemnity to the executor, who will not be thereafter liable to any action on the part of the contingent creditor. The creditor will only have a right of action against the legatee to compel him to refund, if any cause of action should arise. This is perfectly just; the creditor had originally merely a right to bring a personal action against the testator, and it would be giving him more than his due if a portion of the testator's estate were set apart as a security for his claim.

The court would doubtless, on authorizing the payment to the residuary legatee, direct the executor to give notice to the legatee of the contingent claim against him, and notice to the contingent creditor of the payment to the legatee; so that the creditor might know who would be liable to him and for what amount. That being done, the executor would be free from liability; and one is tempted to ask whether the executor could not also be held to be free if he did what the court would do—namely, advertised for claims, paid all which existed, and handed over the balance to the residuary legatee, accompanying the act with giving the notices just mentioned. Is it not a misuse of words to apply the term *devastavit* to the act of an executor in paying the balance to the party entitled, when he has taken proper measures to ascertain all claims on the estate and satisfied all which exist, and has merely done out of court what the court would order him to do in an administration action? Ought he to be subjected for six years, or possibly twenty, in the case of a covenant under seal, to the liability to an action for merely omitting to put the estate to the expense of an action for administration? Could not any of the modern Acts of Parliament be interpreted so as to produce the very reasonable result here suggested?

The Land Transfer Act, 1897, has a clause (section 3, sub-section 1) enacting *inter alia* that "on such assent or conveyance, subject to a charge for all moneys (if any) which the personal representatives are liable to pay, all liabilities of the personal representatives in respect of the land shall cease, except as to any acts done or contracts entered into by them before such assent or conveyance." It seems reasonable to hold that this clause produces the desired result in the case of real estate; and that circumstance strengthens the case for arriving at the same conclusion with respect to personal estate.

With respect to personal estate, we have very full powers conferred on an executor or administrator by section 21 of the Trustee Act, 1893; but that section certainly appears only to contemplate powers capable of being conferred by will. There is, however, section 29 of Lord St. Leonard's Act, 1859 (22 & 23 Vict. c. 35), which provides that when an executor or administrator has given such notices as would be given in an administration action, he shall be at liberty to distribute the assets "having regard to the claims of which such executor has then notice." It may fairly be held that these words place the executor who has given proper notices in the same position as if such notices had been given in an administration action. It is true that the section proceeds, "and shall not be liable for the assets or any part thereof so distributed to any person of whose claim such executor or administrator shall not have had notice at the time of the distribution of the said assets." But these are mere negative words, and may be taken to be explanatory of the preceding clause, and not restrictive of it.

However, until a decision is given to the effect here contended for, an executor, having notice of a contingent liability, can only with safety apply to the court, as above stated. But it is evidently possible for him to call the attention of the contingent creditor to the fact that, unless such creditor agrees to release the executor and look solely to the legatee, an application to the court will be made, and will result in a smaller sum being paid to the residuary legatee, so that the latter will have smaller means of meeting any liability which may occur, and will be liable for a smaller amount.

Reviews.

Private Companies.

TREATISE ON THE CONVERSION OF A BUSINESS INTO A PRIVATE LIMITED COMPANY. WITH ANNOTATED FORMS OF MEMORANDUM AND ARTICLES OF ASSOCIATION AND OTHER DOCUMENTS, AND OBSERVATIONS ON THE RELEVANT PROVISIONS OF THE COMPANIES ACT, 1907. By CECIL W. TURNER, Barrister-at-Law. The Solicitors' Law Stationery Society (Limited).

Private companies will have, under the Companies Act, 1907, when it comes into operation on the 1st of July, 1908, certain important privileges, but this will depend upon their coming within the statutory term "private company," as now for the first time defined; that is, the members, exclusive of employees, must not exceed fifty, there must be no invitation to the public to subscribe capital, and the right to transfer shares must be restricted. Such companies will be exempted from the new obligations to file a statement in lieu of a prospectus, to file annual balance-sheets, and to allow preference shareholders and debenture-holders the same right of receiving and inspecting balance-sheets and reports as are possessed by ordinary shareholders. The operation of turning a business into a limited company will henceforth have to be carried out in view of this change in the law, and when the business is to remain as a private business care will have to be taken that the statutory immunities are obtained for the new company. So many conversions have taken place in recent years that the process is familiar to most practitioners, but the statement of the necessary steps contained in Mr. Turner's book will be useful both as a reminder of established points of practice and also as a guide to the new statutory requirements. Moreover, he does not stop at the incorporation of the company, but, amongst other additional matter, specifies the statutory obligations consequent upon its formation, and he devotes a chapter to the general conduct of the company's business. The obligations imposed by the Acts of 1862, 1900, and 1907 are usefully tabulated at pp. 70-77. Mr. Turner points out the disadvantage in most cases of attempting to alter Table A. by special articles. The result is to subject the company to two separate instruments of foundation with the consequent difficulty of arriving at their joint meaning. The expense of a complete set of articles is slight and the convenience great. Suitable forms of memorandum and articles of association, and of agreements for sale and for management are given at the end of the book.

The Licensed Victuallers' Trade.

THE LICENSED TRADE: AN INDEPENDENT SURVEY. By EDWIN A. PRATT. John Murray.

Mr. Pratt certainly ought to have been a solicitor. He has one great qualification for the profession, he can draw a brief with extra-

ordinary skill. He would have been invaluable in preparing the brief on behalf of the promoters of some vast railway scheme before a committee of Parliament, or for either party in a Tichborne or a Druce case. Anyone who has read his most convincing book on railway rates will agree in this statement. No one can read it and hesitate to give a verdict for the railway companies as against the traders. We have now another book from his pen which will influence the unprejudiced reader as strongly in favour of the brewers. It is written in defence of their trade and business; it surveys the trade from a very high standpoint, but with the eye of favour; and it is altogether an admirable counterblast to the attacks of the intemperate section of the temperance party. We must not be understood to suggest in the most remote way that Mr. Pratt is acting as the retained agent either of railway companies or brewers. He writes as a clear-headed and fair-minded critic; and no doubt from an independent position. All the same, the books strike us as the works of a skilful advocate of the causes of which he treats. Such works, coming from an independent source, are surely of all the greater value to those concerned.

Books of the Week.

A Digest of Cases Overruled, Approved, or Otherwise Dealt With in the English and Other Courts, with a Selection of Extracts from Judgments Referring to Such Cases. By WILLIAM ANDREW GEORGE WOODS, LL.B., and JOHN RITCHIE, M.A., Barristers-at-Law. Founded on Dale and Lehmann's Digest of Cases Overruled, &c. In Three Volumes. Stevens & Sons (Limited); Sweet & Maxwell (Limited).

Negligence in Law. By THOMAS BEVEN, Barrister-at-Law. Third Edition. In Two Volumes. Vol. I., General Relations; Vol. II., Special Relations Arising Out of Contract. Stevens & Haynes.

The Annual County Court Practice, 1908. Edited by WILLIAM CECIL SMYLY, K.C., and WILLIAM JAMES BROOKS, Barrister-at-Law. In Two Volumes. Vol. I., containing the Jurisdiction and Practice Under the County Courts Acts, the Bills of Exchange Act, the Employers' Liability Act, and the Workmen's Compensation Acts, and the Statutes, Rules of Practice, Forms and Tables of Fees and Costs. Vol. II., containing the Jurisdiction and Practice Under Acts Other Than the County Courts Acts, the Bills of Exchange Act, the Employers' Liability Act, and the Workmen's Compensation Acts, together with the Statutes, Rules of Practice, Forms and Fees. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

Encyclopaedia of Local Government Law (exclusive of the Metropolis). Editor, JOSHUA SCHOLEFIELD, Esq., Barrister-at-Law. Vol. V. Officers of Local Authorities to Rates and Rating. Butterworth & Co.; Shaw & Sons.

The Acts Relating to the Income Tax. By the late STEPHEN DOWELL, M.A. Sixth Edition, Revised, Altered, and Considerably Enlarged, with Complete Notes, Cross-References, Summaries of Statutory Provisions, Decisions and Sections on Crown Law, and Procedure Affecting the Revenue. By JOHN EDWIN PIPE, LL.B. (Lond.), Barrister-at-Law. Butterworth & Co.

The Law of Building and Dilapidations. By ERNEST TODD, Barrister-at-Law. Eyre & Spottiswoodes.

Principles of Company Law. By ALFRED F. TOPHAM, LL.M., Barrister-at-Law. Second Edition. Butterworth & Co.

The Law Relating to the Transactions of Money-lenders and Borrowers. By C. GRENVILLE ALABASTER, Barrister-at-Law. Stevens & Sons (Limited).

Student's Guide to Roman Law (Justinian and Gaius). By DALZELL CHALMERS and L. H. BARNES, B.A., Barrister-at-Law. Butterworth & Co.

The Licensed Trade: An Independent Survey. By EDWIN A. PRATT. John Murray.

American Law Review: November-December, 1907. Editors: CHARLES E. GRINNELL, Boston; HANNIS TAYLOR, Washington. Reeves & Turner.

Mr. Justice Eve has been knighted.

In consequence of the dearth of court accommodation at the Royal Courts of Justice, now that all the judges are in London, a temporary court is, says the *Times*, being prepared at the north end corner of the central hall of that building near the statue of Lord Russell of Killowen. The court will be about 25ft. square, and will be carpeted. This is a reversion to the order of things in the days of old, when the law courts were held in Westminster Hall. In consequence of Mr. Justice Grantham being detained at the Central Criminal Court, the improvised extra court was not required for occupation so soon as was anticipated, but Mr. Justice Darling was to sit there on Thursday last.

Correspondence.

The Notification of Births.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—In your issue of the 26th of October last there is a "Reading of the New Statutes," containing (on p. 822) an account of the Notification of Births Act, 1907, in which your contributor appears to be under the impression that this Act alters the duties of the public with regard to registration of births under the Registration Act, 1874.

Thus, your contributor states that in areas in which the new Act is adopted, the period for registering a birth with the registrar of births will be reduced from forty-two days to thirty-six hours, and that, whereas registration of births has only been required hitherto in the case of children born alive, henceforth notification will under the new Act be requisite in the case of stillborn children.

I beg to point out, however, that the new Act does not in any way alter the duties of the public with regard to registration of births with the registrar of births, but only imposes a further duty of notification of all births to quite another official—viz., the medical officer of health, in areas where the Act is adopted.

This will be seen, on reference to sub-section 4 of section 1 of the Act, which provides that the notification required by the Act is in addition to, and not in substitution for, the requirements of any Act relating to the registration of births.

It will be noted also that the notification under the new Act can be effected by post, whereas registration of births can only be carried out by the informant attending before the registrar of births, and signing either the birth register or the form of declaration prescribed in certain cases.

It is to be feared that the misapprehension above referred to will be general, and that parents will be under the impression that, having notified births to the medical officer, there is no necessity for them to attend before the registrar of births to register the birth in the prescribed way.

I therefore venture to suggest that town clerks, medical officers, and other officials, whose duty it is to notify the public of the adoption of the Act in any area, should take care to make it clear that the duty of registering births with the proper registrar must be observed in precisely the same manner as heretofore.

220, Brixton-road, S.W., Dec. 11.

E. D. L. WILMOT.

[See observations under head of "Current Topics."—ED. S.J.]

CASES OF THE WEEK.

Court of Appeal.

CURTICE v. LONDON CITY AND MIDLAND BANK. No. 2. 11th Dec.

BANKER—CHEQUE—COUNTERMAND BY TELEGRAM.

A telegram countermanding a cheque may reasonably and in the ordinary course of business be acted upon by a bank, at least to the extent of postponing the honouring of the cheque until further inquiry can be made, but the bank is not bound as a matter of law to accept an unauthenticated telegram as an authority for refusing to pay a cheque.

This was an appeal from the decision of a Divisional Court. The question was originally raised by an appeal by the defendants from a decision by the judge of the Marylebone County Court. It appeared that the plaintiff, who was a farmer at Edenbridge, Kent, bought certain horses on the 31st of October, 1906, paying for them by a cheque for £63 on the defendant bank. While on his way home he sent a telegram to the bank directing them not to pay the cheque. The telegram was sent after bank hours, and the county court judge found that it was put into the bank letter-box, and that it did not in fact come into the hands of the bank officials until the morning of the 2nd of November, whereas it ought to have come to their hands on the morning of the 1st of November. On the 1st of November the cheque was specially presented to the bank by post through another bank with a telegraph form attached, the defendant bank being desired to wire whether the cheque was all right. The cheque was in fact paid by the defendants before they had had any intimation of the attempt to stop it. They having so paid it, the plaintiff sued them to recover the amount, the form of action being for money had and received by the defendants to the use of the plaintiff. The county court judge gave judgment in favour of the plaintiff, holding that the telegram was put in the letter-box of the bank on the 31st of October, and was overlooked by the cashier in clearing the box on the 1st of November, and that defendants must be taken to have received it when they opened their letters for that day; a banker receiving a telegram purporting to stop a cheque disregarded it at his peril, and if defendants in fact received, or must be taken to have received, plaintiff's telegram before the cheque was presented for payment they were responsible for having paid it. The Divisional Court (Darling and A. T. Lawrence, JJ.) held that there might be a countermand of payment by telegram, but upon the question whether in this particular case there had or had not been a countermand the court were divided in opinion. A. T. Lawrence, J., was of opinion that there

was no countermand until the contents of the plaintiff's telegram came to the knowledge of the manager of the defendants' branch, and that the defendants, having paid the cheque according to its tenor and without in fact having notice of any countermand, had done nothing improper, and that an action for money had and received would not lie. Darling, J., however, was of opinion that the countermand must be held to have been communicated to the manager on the morning of the 1st of November, when the letters taken from the letter-box were opened, and that the defendants could not be heard to say that the countermand was not effective, as it was due to the default of their own servants that the contents of the telegram had not come to the knowledge of their manager. In these circumstances Lawrance, J., as the junior judge, withdrew his opinion, and the appeal was dismissed. The defendants appealed.

THE COURT (COZENS-HARDY, M.R., and FLETCHER MOULTON and FARWELL, L.JJ.) allowed the appeal.

COZENS-HARDY, M.R.—The question in this appeal is whether a cheque drawn by the plaintiff upon his bankers, the defendants, was countermanded within the meaning of section 75 the Bills of Exchange Act, 1882, by reason of a telegram dispatched by the plaintiff to the bank. [His lordship stated the facts of the case, and continued:] Under these circumstances the county court judge has found that the cheque was countermanded, and given judgment for the plaintiff. In the Divisional Court Darling, J., agreed with the county court judge; A. T. Lawrance, J., took the opposite view. Countermand is really a question of fact. It means much more than a change of purpose on the part of the customer. It means, in addition, the notification of that change of purpose to the bank. There is no such thing as a constructive countermand in a commercial transaction of this kind. In my opinion, on the admitted facts of this case, the cheque was not countermanded in fact, although it may well be that it was due to the negligence of the bank that they did not receive notice of the customer's desire to stop the cheque. For such negligence the bank might be liable, but the measure of damage would be by no means the same as in an action for money had and received. I agree with the judgment of Lawrance, J., on this point, and that is sufficient to dispose of the appeal. But as we have had an argument addressed to us as to the effect upon the duty of a bank of the mere receipt of a telegram, I wish to add a few words. A telegram may reasonably and in the ordinary course of business be acted upon by the bank, at least to the extent of postponing the honouring of the cheque until further inquiry can be made. But I am not satisfied that the bank is bound as a matter of law to accept an unauthenticated telegram as sufficient authority for the serious step of refusing to pay a cheque. The appeal must be allowed.

FLETCHER MOULTON and FARWELL, L.JJ., also delivered judgments allowing the appeal.—COUNSELL, *Hugh Young, K.C., and Holden; English Harrison, K.C., and Douglas Hogg. SOLICITORS, Wakes & Co.; Cooper & Baks.*

[Reported by J. I. STERLING, Barrister-at-Law.]

High Court—Chancery Division.

PONSOLLE v. WEBBER. Neville, J. 25th, 26th, and 27th Nov.; 5th Dec.

STOCK EXCHANGE—RULES AND REGULATIONS—OUTSIDE PRINCIPAL—LOAN ON SHARES—DEFAULT OF PRINCIPAL—APPLICATION OF RULES.

A firm of stockbrokers having received instructions from the plaintiff to negotiate a loan on the security of shares, obtained from the defendant for the next settling day a loan which was made to them on the condition that the shares forming the security were sold through a member of the Stock Exchange for the next settling day at a price equal to the amount of such loan. The plaintiff failing to put the brokers in funds to complete the transaction, the brokers were declared defaulters on the Stock Exchange, and the defendant was compelled to take up the shares at the price fixed by the official assignee. Subsequently, owing to a rise in price, the defendant was able to sell the shares at a considerable profit.

Held, that the rules and regulations of the Stock Exchange were only intended to bind the members of the Stock Exchange, and that the relations of an outside principal with a member of the Stock Exchange must be governed by the general law of the land, and that the defendant, as mortgagee, was bound to account to the plaintiff, his mortgagor, for the balance of the proceeds of the sale of shares, after deducting his principal, interest, and costs.

The plaintiff was a dealer in stocks and shares and an outside broker; the defendant was a jobber on the Stock Exchange. In the month of July, 1906, the plaintiff was entitled by purchase to 7,000 shares of £1 each, fully paid, in the Lloyd Copper Co. (Limited). Being desirous of raising money on these shares, he, by his agent, instructed Messrs. Cancellor & White, stockbrokers, to obtain a loan for him on the security of these shares, and accordingly Messrs. Cancellor & White approached the defendant with a view to obtaining an advance from him. The defendant was only willing to lend a sum of £3,400 on the shares until the next settling day if Messrs. Cancellor & White could sell the shares for the next account at 10s. a share. The sum to be advanced by the defendant was at the rate of 10s. per share, less interest at the rate of 6 per cent. per annum for the period intervening until the next settlement and a commission of 1½d. per share. Messrs. Cancellor & White were informed by their principal that Messrs. Tracey, Fox, & Co., stockbrokers, were willing to purchase the shares for delivery on the next settling day. Thereupon the defendant advanced a total sum of £3,450 ls. 9d. on the shares, and received by way of security certified transfers in respect of some of the shares and transfers and certificates in respect of the remainder of such shares. The agreement by Messrs. Tracey, Fox, & Co. to purchase the shares had been entered into by them on the instructions

of the plaintiff as an undisclosed principal, but the plaintiff failed to supply Messrs. Tracey, Fox, & Co. with funds to complete the purchase of the shares. In consequence of the default of the plaintiff Messrs. Tracey, Fox, & Co. were unable to complete the purchase on the next settling day, and were declared defaulters on the Stock Exchange. Thereupon the defendant called on Messrs. Cancellor & White to repay the loan with interest and commission, but the plaintiff had also failed to supply them with funds for the purpose, so that they were unable to meet their engagements and were declared defaulters on the Stock Exchange. On the failure of Messrs. Cancellor & White to take up the shares the defendant was himself compelled, in accordance with the rules and regulations of the Stock Exchange, to take the shares at a price fixed officially and independently as the fair current price on the Stock Exchange, and to hold the same for his absolute use. Such official price was fixed at 8s. per share. The defendant was entitled to prove in respect of any balance remaining owing to him over and above the value of the security against Messrs. Cancellor & White, who afterwards paid such difference and were reinstated on the Stock Exchange. The shares subsequently rose in value, and the defendant was able to sell them at a profit to himself of £1,600, which amount he claimed to retain on the ground that upon the default of Messrs. Cancellor & White he had been compelled to take the shares at the official price and to hold the same for his own absolute use. The plaintiff claimed a declaration that the defendant, until the realization of the shares, continued to hold them by way of security only for repayment of the advance of £3,400 with interest and commission, an account of the proceeds of such realization and payment by the defendant of the balance of the said proceeds after satisfying his security.

NEVILLE, J.—This case raises a short point, and the question really is, whether rules 152 and 160 of the Stock Exchange Rules and Regulations of 1906 apply to principals who are not members of the Stock Exchange, or whether they are limited in all cases to the relations of the members of the Stock Exchange *inter se*. Now, it has been decided that when an outside principal has performed his duty these rules regulate the relations of the members of the Stock Exchange *inter se* and do not affect the outside principal. But it is argued that where an outside principal has failed to do his duty these rules must be deemed to be incorporated in the contract and are binding on the outside principal. This cannot be so. The real question is whether the contract incorporates these rules or not. I do not think it does. The rules are only intended to bind the members of the Stock Exchange, and therefore the relations of an outside principal with a member of the Stock Exchange must be governed by the general law of the land. Holding as I do that the rules are not applicable, notwithstanding the fact that the brokers were not put in funds by the plaintiff to enable them to carry out the transactions, I have to consider the general law of the transaction as applying to the relations of mortgagor and mortgagee. Now, there is no rule so strong as this, that a mortgagee can take nothing by his security but principal, interest, and costs, and in no other way but foreclosure can he secure the property in mortgage to him. The rule of debtor and creditor is not altered because the debtor fails to pay. In the absence of foreclosure, could the defendant make the share his property? I think not. Consequently the defendant, having sold the shares, is bound to account to the plaintiff, his mortgagor, for the balance of the proceeds of the sale, after deducting his principal, interest, and costs. Accounts must be taken between the parties, and the order should be prefaced by the words that the defendant held the shares as mortgagee, and an account must be taken of what was due for principal, interest, and costs. The defendant's costs must include the costs of the action, except so far as they have been increased by his claim to hold the shares as his own property.—COUNSELL, *Atkin, K.C., and Waggett; Isaacs, K.C., Jenkins, K.C., and Bischoff. SOLICITORS, Osborn & Osborn; Bischoff, Dodgson, Coze, Bompas, & Bischoff.*

[Reported by EDWARD J. M. CHAPLIN, Barrister-at-Law.]

High Court—King's Bench Division.

BELLINGHAM & CO. (LIM.) v. HURLEY. Lawrance, J. 16th Nov.; 7th Dec.

GUARANTEE—SURETY FOR A LOAN—PROMISSORY NOTE—TIME GIVEN TO PRINCIPAL DEBTOR—LIABILITY OF SURETY.

The ordinary doctrine that where time is given to the principal debtor the surety is thereby discharged, does not apply where the security given is a promissory note, because a promissory note is a "promise to pay on demand," and therefore, unlike a bill of exchange, is a continuing security until payment has been made, and the surety released.

Action tried under Order 14, before Lawrance, J., sitting without a jury, in which the learned judge reserved judgment. The action was brought by the plaintiffs to recover from the defendant the sum of £90 13s., the balance of £100 upon a promissory note dated the 23rd of October, 1905. Evidence was given which showed that the defendant became surety for his brother for a loan of £100 upon his entering into possession of the George IV. public-house, Haggerston. Subsequently an arrangement was made between the plaintiffs and the defendant's brother that in consideration of £10 down and £10 a month upon an undertaking by the brother to pay cash for further goods supplied, the plaintiffs agreed not to press a judgment they had signed against him, the first item of claim being in respect of the £100 represented by the promissory note. This arrangement was not communicated to the defendant. Subsequently the brother gave up the public-house of which he was tenant and it became

necessary for the plaintiffs to sue on the promissory note. The defence relied on was that this arrangement was a binding agreement between the principal debtor and the creditor to give time to the principal debtor, and the defendant, being a surety, was accordingly relieved from liability. During the argument counsel submitted that a surety was only discharged by reason of an agreement to give time, if by giving time to the principal debtor the surety was prejudiced. That was not shown by the evidence to be the case here, and *Fredergast v. Drey* (6 Madd. 124) was cited.

LAWRANCE, J., in giving judgment, said that under ordinary circumstances giving time to a principal debtor was a discharge of liability where a guarantee was given by a bill of exchange, because the principle was that no greater liability should be imposed upon a surety than that which he originally undertook. The present case, however, was different from that of a bill of exchange, inasmuch as in the case of a promissory note the liability was "to pay on demand," and a promissory note was a continuing security. He agreed with counsel for the plaintiffs that until demand was made the instrument remained operative, and consequently the principle of giving time did not apply to release the surety. Judgment would therefore be entered for the plaintiffs for the amount of the claim with costs and interest at 5 per cent. On the application of the defendant's counsel, a stay was granted on the usual terms, his lordship saying he thought the point should be considered by the Court of Appeal.—COUNSELL, J. B. Matthews; Tindale Davies. SOLICITORS, E. T. Lea; H. Davis.

[Reported by ESKINE REID, Barrister-at-Law.]

REX v. OWEN AND OTHERS (JUSTICES). *Ex parte* SCOVELL.
Div. Court. 9th Dec.

DOGS ACT, 1871 (34 & 35 VICT. c. 56), s. 2.—COMPLAINT THAT DOG WAS DANGEROUS—ORDER OF MAGISTRATES THAT "DOG SHOULD BE LED BY A LEASH BY DAY AND CHAINED UP AT NIGHT"—DISCRETION TO ORDER JUSTICES TO STATE A CASE—CERTIORARI—RULE DISCHARGED.

An order was made by justices that a certain dog, alleged to be dangerous, should be kept under proper control and led by a leash by day and chained up at night. The owner applied to the justices to state a case, alleging, inter alia, that the words "and chained up at night" rendered the order ultra vires. The justices refused. A rule for a mandamus was then obtained calling upon the justices to state a case.

Held, that, as the main question, whether in making the order the justices had acted ultra vires, could more properly be raised by writ of certiorari, the rule for a mandamus to the justices to state a case would be discharged as in the discretion of the court, the application to justices being based on several grounds, some of which were frivolous, the facts were unsuitable to raise the main question, which the court was asked to determine.

In this case a rule nisi for a mandamus directed to the magistrates of Amlwch, Anglesey, to shew cause why they should not state a special case. The facts were that on the complaint of a police constable the magistrates made an order, under section 2 of the Dogs Act, 1871, that a dog belonging to the applicant Scovell being dangerous, "the said dog should be kept under proper control and led by a leash by day and chained up by night." The applicant contended that, whether on the evidence the justices could order the dog to be kept under proper control or not, they had no power to specify the mode of control. He therefore applied to them to state a special case for the opinion of the High Court on this and other points. The magistrates refused. Thereupon this rule was applied for and granted. Counsel, in shewing cause, said that the dog in question had since died. He submitted that the section clearly empowered justices not only to order a dangerous dog to be kept under control, but to specify the mode of control the owner was to adopt. Here the justices considered apparently that even if muzzled the dog would, if at large, still be dangerous. Counsel in support of the rule contended that so long as the dog was on private property the justices had no power to specify what steps to keep the dog from being a danger to the public the owner should adopt. [CHANNELL, J.—Why could you not apply for a certiorari to quash the order?] The fact that another remedy existed did not prevent a mandamus being applied for. The case being one of importance to dog owners, the applicant had decided to require the justices to state a case, in order that the question should be fully considered and disposed of on its merits.

CHANNELL, J., in giving judgment, said the application to the justices to state a case had been made on more than one ground, and as to most of them there was really no question that the magistrates were quite right in saying that they were frivolous. But among the grounds was one that part of the order was ultra vires. He was not going to decide, and must not be taken to decide, in dismissing the application, that the court held that magistrates had power to order the manner in which an alleged dangerous dog should be kept under control on the private property of the owner by the owner. But the court thought that the point could be raised more conveniently in another way—namely, by a writ of certiorari. The question whether the court should order justices to state a case was a matter of discretion for the judges who heard the application. In this case in their discretion they came to the conclusion that they would not order the magistrates to state a case, and the rule therefore would be discharged.

BRAY and SUTTON, JJ., concurred. Rule discharged with costs.—COUNSELL, Ellis Griffith; P. E. Smith. SOLICITORS, Norris, Allens, & Co., for J. W. Paynter, Amlwch; L. W. Byrne, for R. Gordon-Roberts, Amlwch.

[Reported by ESKINE REID, Barrister-at-Law.]

HARGRAVES v. SPACKMAN. Div. Court. 9th Dec.

ADULTERATION—MILK—ABSTRACTION OF FAT—WARRANTY BY FARMER TO WHOLESALE SUPPLY DAIRY COMPANY—NO WARRANTY BY COMPANY TO

RETAIL PURCHASER EXCEPT THAT THE MILK WAS SOLD AS SUPPLIED TO THEM BY FARMER—LIABILITY OF RETAILER—FOOD AND DRUGS ACT, 1875, ss. 9, 24.

The respondent, a milkman, contracted with a wholesale firm for "a supply of genuine milk as received from farmers." There was also this clause in the agreement: "It is fully understood that this agreement is for milk as received from the farmers, that no warranty is hereby implied, and that the buyer must satisfy himself of its quality before it is accepted by him." On an information laid under section 9 of the Act of 1875 against the respondent by the appellant for selling to him milk from which 23 per cent. of fat had been abstracted.

Held, reversing the decision of the justices, that the respondent could not rely on section 25 of the Act of 1875, because the warranty given by the farmer to the wholesale company was not a warranty to the respondent.

Special case stated by the Surrey justices. An information was laid by the appellant, an inspector of weights and measures, for that the respondent "did unlawfully sell to him to his prejudice . . . milk from which 23 per cent. of fat had been abstracted . . . contrary to section 9 of the Sale of Food and Drugs Act, 1875." The respondent had contracted with the Dairy Supply Co. (Limited) for a supply "of genuine milk as received from farmers." The agreement continued: "It is fully understood that this agreement is for milk as received from the farmers, that no warranty is hereby implied, and that the buyer must satisfy himself of its quality before it is accepted by him." The case found that it was part of the arrangement that the milk should be actually supplied to the respondent by a farmer named Golding, of Fullerton, Hampshire, by consignment under warranty from Fullerton, and that this was done; that the sample taken by the respondent was from a churn so received, and that to the churn attached a label on which were the words "To the Dairy Supply Co. . . . Warranted pure new milk with all its cream and free from preservative. Delivered under contract.—T. Golding." It was admitted that the requirements of section 1 of the Act of 1875 had been complied with. The respondent relied on section 25 of the Act, which provided that, "If the defendant in any prosecution under this Act prove . . . that he had purchased the article in question as the same in nature, substance, and quality as that demanded of him by the prosecutor, and with a written warranty to that effect; that he had no reason to believe at the time that he sold it that the article was otherwise, and that he sold it in the same state as when he purchased it, he shall be discharged from the prosecution." The justices were of opinion that the respondent had purchased the milk as the same in nature, substance, and quality as that demanded of him, and with a written warranty, and dismissed the information. The inspector appealed, and the point argued was whether the respondent could take advantage of the defence under section 25, it being submitted on behalf of the appellant, that he could not, because the warranty was not one from the vendor to him, but from a third party to his vendor.

THE COURT allowed the appeal.

CHANNELL, J., said that the case raised a point which had never directly come before the court, although it had been referred to indirectly by the Lord Chief Justice in *Sanders v. Sadler* (71 J. P. 3). The point was a fine one, but the court was of opinion that the appeal should be allowed. The respondent received an eight gallon churn of milk from Golding which he believed, and had every reason to believe, was good milk, and all the facts necessary to establish his defence under section 25 had been found in his favour except one—namely, that he had not received warranty in writing from his vendor. His lordship thought that the warranty to be available must be something from the vendor to him, for in a general way "warranty" referred to a warranty from the vendor to the purchaser. If the warranty from the supply company to the middleman had by written agreement been transferred to the respondent, he would be inclined to think that the latter would have had a good defence under section 25 in the present case. He did not decide that point. But here it seemed quite clear that he was not given the benefit of the warranty which the supply company got from their consignor. The special case stated that it was part of the arrangement that the respondent was to get the milk from Golding "under warranty," but that arrangement was not in writing. Then it was contended by the respondent that the label in itself was a warranty, and he referred to *Irving v. Cullow Park Dairy Co.* (87 L. T. 70), but *Bacon v. Cullow Park Dairy Co.*, decided with the last case, appeared conclusively to shew that the label was no part of the contract, because it was addressed to the supply company, and on the face of it was a warranty to them. If the respondent was successfully to rely on the defence given by section 25 he must shew that he had a warranty from his vendor in writing, and that was just what he failed to do. The appeal, therefore, must be allowed.

BRAY and SUTTON, JJ., concurred. Appeal allowed with costs.—COUNSELL, G. Cecil Whiteley; H. J. Rowlands. SOLICITORS, T. W. Whooling; W. T. Ricketts & Son.

[Reported by ESKINE REID, Barrister-at-Law.]

RHONDDA URBAN DISTRICT COUNCIL ACTING BY THE RHONDDA TRAMWAYS CO. (LIM.) v. TAFF VALE RAILWAY CO. Bray, J. 4th Dec.

TRAMWAYS—TRAMWAY COMPANY—POWER OF, TO ALTER POSITION OF TELEGRAPH WIRES CROSSING AUTHORIZED WAYS AT LESS ELEVATION THAN TROLLEY WIRE—POWER TO ENTER LAND OF OWNERS OF WIRES FOR SUCH ALTERATION—TRAMWAYS ACT, 1870 (33 & 34 VICT. c. 78), s. 30—RHONDDA URBAN DISTRICT COUNCIL (TRAMWAYS) ACT, 1902 (2 ED. 7, c. CLXII.).

By section 30 of the Tramways Act, 1870, for the purpose of laying down a tramway, the promoters may, "where and as far as it is necessary, or may

appear expedient for the purpose of preventing frequent interruption of the traffic by repairs," alter the position of telegraph wires, subject to the restrictions contained in the said section.

Held, that the words "for the purpose of preventing frequent interruption of the traffic by repairs" only qualify the words "as may appear expedient," and that, therefore, the promoters may, for the purpose of laying down a tramway, alter the position of the wires "where and as far as it is necessary."

Held, also, that if, by the second restriction or proviso to the section, the promoters must, before they can remove these wires, substitute other wires, the section necessarily implies the power to effect such substitution.

Award in the form of a special case pursuant to the Arbitration Act, 1889, stated by an arbitrator appointed by the Board of Trade under section 33 of the Tramways Act, 1870. The Rhondda Urban District Council having obtained the power of laying tramways on certain roads under the Rhondda Urban District Council (Tramways) Act, 1902, entered into an agreement for a lease of the tramways with the Rhondda Tramway Co. (Limited). The tramways authorized passed over four bridges, the property of the Taff Vale Railway Co. A number of telephone and telegraph wires owned by the railway company crossed these bridges at or nearly at right angles to the roadway at an elevation of less than 21 feet from the roadway. These wires were supported on posts, the property of the railway company, erected on the railway company's land. The roads passing over the bridges were highways. The special Act of the council authorized the use of mechanical power for the tramway, and in fact the trolley or overhead system was adopted. By the regulations of the Board of Trade the wire on which the trolley is worked must be 21 feet above the surface of the road, and at each of these four bridges there was to be a protecting wire 23 feet above the roadway. Under these circumstances the parties went to arbitration under section 33 of the Tramways Act, 1870. By section 30 of the Tramways Act, 1870: "For the purpose of making, forming, laying down, maintaining, repairing, or renewing any of their tramways, the promoters may from time to time, where and as far as it is necessary, or may appear expedient for the purpose of preventing frequent interruption of traffic by repairs or works in connection with the same, alter the position of any mains or pipes for the supply of gas and water, or any tube, wires, or apparatus for telegraphic or other purposes, subject to the provisions of this Act, and also subject to the following restrictions (that is to say): . . . 2. The promoters shall not remove or displace any of the mains or pipes, valves, syphons, plugs, tubes, wires, or apparatus, or other works belonging to or controlled by any such company or person, or do anything to impede the passage of water or gas or the telegraphic or other communication into or through such mains or pipes, without the consent of such company or person, or in any other manner than such company or person shall approve, until good and sufficient mains, pipes, valves, syphons, plugs, and other works necessary or proper for continuing the supply of water, or gas, or telegraphic or other communication, as sufficiently as the same was supplied by the mains or pipes, tubes, wires, or apparatus proposed to be removed or displaced, shall at the expense of the promoters have been first made and laid down in lieu thereof and ready for use, and to the satisfaction of the surveyor or engineer of such water or gas or other company or of such person, or in case of disagreement between such surveyor or engineer and the promoters, as an engineer appointed by the Board of Trade shall direct." The contentions of the parties as stated by the arbitrator were as follows: [Par. 19.] It was contended on behalf of the tramway company that upon the true construction of the special Act and sections 30 and 33 of Part II. of the Tramways Act, 1870 (33 & 34 Vict.), the tramway company was entitled either to alter the position of the wires themselves or to call upon the railway company to do so at the expense of the tramway company. [Par. 20.] It was contended on behalf of the railway company that the tramway company was not empowered, upon the true construction of the special Act, nor by Part II. of the Tramways Act, 1870 (33 & 34 Vict.), to alter the position of the railway company's wires or to call upon the railway company to alter their position. The arbitrator held and awarded that the contention of the tramway company was correct. The questions for the opinion of the court were the questions appearing in the contentions as set out above.

BRAY, J.—The only question in this case is which of the contentions set out in the special case are correct. As to paragraph 19, Mr. Bailhache has admitted that he cannot support the second limb of the paragraph, but he contends that the tramway company are entitled to alter the position of the wires at their own expense. And I have to decide whether they have that power under section 30 of the Tramways Act, 1870. [The learned judge read the section.] Mr. Bailhache contends that the tramway company, under that section, can remove the wires (1) where and as far as it is necessary, and (2) where it may appear expedient for the purpose of preventing frequent interruptions of the traffic by repairs. Mr. Banks says that the words "for the purpose of preventing frequent interruption of the traffic by repairs" are applicable to the words "where and as far as it is necessary," as well as to the words "or may appear expedient." Therefore, he says, the tramway company can only employ these powers where it is necessary for the purpose of preventing frequent interruption of the traffic. I think the contention of Mr. Bailhache is the right one: that if a tramway company could not lay their tramway without altering the position of the wires, they have power to alter their position, and that they were also given an additional power to alter the position of the wires where it was not necessary, but where it may appear expedient for the purpose of preventing frequent interruption of the traffic by repairs. If this were not so, the result would lead to absurdity. For then if the wires were so placed that they did not interrupt traffic by repairs, but prevented it altogether, there would be no power to alter their position.

Section 23 of the Rhondda Urban District Council (Tramways) Act, 1902, supports my view. But I do not rely upon that. I think the true construction of section 30 was that contended for by the tramway company, so I think the tramway company are entitled to alter the position of these wires. Mr. Banks also contended that under the second restriction or proviso to the section the tramway company cannot, without the consent of the railway company, remove these wires until they have substituted other wires, and that to do that they must go upon land of the railway company, which is outside the limits of deviation imposed by the special Act. I should think that probably is so. Then he says that they have no power to effect such a substitution. But it seems to me that when the section gives the tramway company power to alter the position of the wires, it also gives them the power to enter upon the railway company's land for that purpose. I think, therefore, that the contention in the first part of paragraph 19 is correct, and that all the contentions of the railway company as set out by themselves in paragraph 22 of the case are incorrect.—COUNSELL, *Bailhache*; Banks, K.O., and Goldberg. SOLICITORS, Deacon, Gibson, Medcalf, & Marriott; Williamson, Hill, & Co., for *Ingledeu & Sons*, Cardiff.

[Reported by C. G. MORAN, Barrister-at-Law.]

HINDLE v. BROWN. Pickford, J. 14th Dec.

MISREPRESENTATION BY VENDOR OF PICTURES—INNOCENT MISREPRESENTATION BY AUCTIONEER—EXECUTED CONTRACT—PICTURES RETURNED BY PURCHASER AND CHEQUE STOPPED—ACTION ON CHEQUE.

Held, the auctioneer was entitled to sue on a cheque given by the purchaser of certain pictures, which had been falsely "attributed to" several well-known artists in the catalogue, as the catalogue had been prepared on the instructions of the vendor, and the misrepresentations made by the auctioneer were made in good faith by him, because the return of the pictures and the stopping of the cheque by the purchaser did not put the parties in the same position as they were in before the sale.

Seddon and the London Salt Co. v. North-Eastern Salt Co. and Others (1905, 1 Ch. 326) followed.

Action tried before Pickford, J., and a special jury, at the Manchester Assizes. The action was brought by an auctioneer to recover £138 odd upon a cheque which the defendant had given for certain pictures sold by the plaintiff as agent for a person named Barclay, payment of which had been stopped. The jury answered certain questions left them by the judge, and upon these answers judgment was reserved.

PICKFORD, J., in giving judgment, said the pictures were represented by Barclay to the plaintiff as being by or attributed to certain artists. The pictures were accordingly described in the catalogue, which was prepared by a clerk in the plaintiff's employ, as "the property of a gentleman going abroad, and as a valuable collection of oil paintings and water-colour drawings, embracing choice examples by or attributed to"—and then followed the names of a number of well-known artists. After each picture the name of the artist was given without any further words. The auction was held on the 26th of June, and the defendant purchased certain pictures, for which he gave the cheque in question. The plaintiff did not cash the cheque at once. He settled with Barclay not knowing at the time that the defendant objected to his bargain. The defendant's suspicions had been aroused by something which had been told him by his son, and he wrote asking for the name of the vendor, and on the 3rd of July returned the pictures and stopped payment of the cheque. The action was brought on the cheque. The defendant pleaded that the vendor and the plaintiff, as his auctioneer, made the representation as to the pictures "knowing them to be false, or alternatively, made them recklessly without caring whether they were true or false," while according to the defendant's case none of the pictures were by the artists to whom they were attributed but were "fakes." The material questions left to the jury and their answers were as follows: (1) Were the representations in the catalogue with respect to the pictures false? Answer.—Yes. (2) If so, were they fraudulently made by Barclay? Answer.—No. (3) Were they fraudulently made by the plaintiff? Answer.—No. The jury found a difficulty in answering the next question, and accordingly the following question was substituted: (4) Were the false representations an inducement to the defendant to buy? Answer.—Yes. The question was whether upon these findings the plaintiff was entitled to judgment. The first point taken by the defendant's counsel was that the plaintiff sued as agent in the transaction for Barclay, and being affected by the finding of fraud against the latter was not entitled to judgment. His lordship did not think under the circumstances that the plaintiff was suing as agent, but in his own name and in his own right. And inasmuch as he had paid Barclay he was entitled to succeed on that point. Then it was said that although the misrepresentations were made innocently still they were such that the defendant could rescind the contract and return the pictures. But that could only be done where the parties could be put back again in their original position (*Seddon v. North-Eastern Salt Co.*, 1905, 1 Ch. 326), but against the view there expressed by Joyce, J., *Rawlinson v. Wickham* (28 L. J. Ch. 188) had been cited. It had been contended that if the plaintiff obtained the pictures again he would be in the same position because he had his remedy against Barclay, but his lordship thought that was not so, because even if the plaintiff recovered judgment against Barclay it might be fruitless. Therefore the plaintiff could not be put in the same position as he was in before, and for the reasons given was entitled to judgment for the amount of the claim with costs.—COUNSELL, *Taylor*, K.O., and *J. Overend Evans*; *Langdon*, K.C., and *B. Acton*. SOLICITORS, *Indermaur & Brown*, for *H. T. Smith*, Southport; *J. J. Dallas*, Preston.

[Reported by BASKINS REID, Barrister-at-Law.]

Bankruptcy Cases.

Re MACFADYEN. *Ex parte* GLASS AND OTHERS. Phillimore, J.
9th Dec.

BANKRUPTCY—COMPROMISE OF CLAIMS BY AND AGAINST THE TRUSTEE—BANKRUPTCY ACT, 1883 (46 & 47 VICT. C. 52), s. 57, SUB-SECTIONS 7, 8.

The Court sanctioned a compromise of claims by and against a trustee in bankruptcy, whereby the claim against the trustee was reduced and the claim by the trustee was satisfied by the issue to the trustee of shares in a limited company.

Application to the court to sanction a compromise of claims by and against the trustee. The bankrupt Macfadyen had from 1899 down to his bankruptcy and death in 1906 worked certain mines in Central India, in a syndicate with Messrs. Glass, Turner, and Gracey, the applicants in this motion. The applicants owned seven-tenths of the venture, and Macfadyen three-tenths. All had gone well down to the date of Macfadyen's failure and death, in October, 1906, after which it was discovered that Macfadyen had pledged bills of lading and sold minerals, the property of the mining syndicate, and applied the money to the purposes of his own firm. The applicants consequently had a claim against his estate for £73,000. On the other hand, the trustee had a claim against the syndicate for the bankrupt's three-tenths share thereof. The syndicate offered to reduce their claim to £30,000, to be charged against the bankrupt's share, provided that the trustee would consent to the formation of a company in which all the assets of the syndicate were to be vested, and for the issue of fully-paid shares in such company in the proportion of seven-tenths to the applicants and three-tenths to the trustee. The trustee and the committee of inspection were willing to consent to such compromise, but it was considered advisable to apply to the court to sanction the scheme, as it involved the acceptance by the trustee of shares, not cash, in settlement of his claim. Counsel for the applicant stated the facts, and counsel for the trustee satisfied the court that there was jurisdiction to allow such a compromise. He referred to section 57, sub-sections 7 and 8, of the Bankruptcy Act, 1883, and cited *Re New* (1901, 2 Ch. 534), *West of England and South Wales District Bank v. Murch* (23 Ch. D. 138), and *Re Agra and Masterman's Bank* (12 Eq., at p. 509 note).

PHILLIMORE, J., authorized the trustee to consent to the proposed compromise. COUNSEL, *Ravellins, K.C., and Schiller*; *Gore-Browne, K.C., and Hansell*. SOLICITORS, *Clarks, Ravellins, & Co.*; *Stibbard, Gibson, & Co.*

[Reported by P. M. FRANKS, Barrister-at-Law.]

Solicitors' Cases.

Solicitor Ordered to be Struck Off the Rolls.

Dec. 16.—WILLIAM JOHN TERRELL.

Solicitor Suspended.

Dec. 16.—FRANCIS OWEN CLUTTON, 12, Great James-street, Bedford-row, suspended for six months.

New Orders, &c.

High Court of Justice.

CHRISTMAS VACATION, 1907-8.

NOTICE.

There will be no sitting in court during the Christmas Vacation.

During the Christmas Vacation, all applications "which may require to be immediately or promptly heard," are to be made to the judges who for the time being shall act as Vacation judges.

The Honourable Mr. Justice Parker will act as Vacation Judge from Monday, December 23rd, to Thursday, December 26th, both days inclusive.

The Honourable Mr. Justice Pickford will act as Vacation Judge from Friday, December 27th, to Saturday, January 4th, 1908, both days inclusive. His lordship will sit in King's Bench Judges' Chambers on Monday, December 30th.

The Honourable Mr. Justice Parker will act as Vacation Judge from Monday, January 6th, 1908, to Friday, January 10th, both days inclusive. His lordship will sit in King's Bench Judges' Chambers on Monday, January 6th.

On days other than those when the Vacation Judges sit in chambers applications in urgent matters may be made to their lordships personally or by post.

When applications are made by post the brief of counsel should be sent to the judge by book post or parcel, prepaid, accompanied by office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by counsel, of the order he may consider the applicant entitled to, and also an envelope capable of receiving the papers, addressed as follows:—"Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Chambers, Royal Courts of Justice, London, W.C."

On applications for injunction, in addition to the above, a copy of the writ, and a certificate of writ issued, must also be sent.

The papers sent to the judge will be returned to the Registrar.

The address of the Judge for the time being acting as Vacation Judge can be obtained on application at the Chancery Registrars' Chambers, Room 136, Royal Courts of Justice.

The Chambers of Mr. Justice WARRINGTON and Mr. Justice PARKER (Division 8 to Z) will be open (for Vacation business only) from 10 to 2 on Tuesday, December 24; Friday, December 27, Tuesday, December 31, 1907; Wednesday, January 1; Thursday, January 2; and Friday, January 3, 1908.

Compulsory Land Registration.

SOME REMARKS ON THE PRESENT SITUATION.

THE following paper has been issued by the Law Society:—

The history of the Land Registry is somewhat singular. It was projected fifty years ago to substitute transfer by a simple entry in a public register for the existing modes of conveying land. The idea was to deal with land as stocks and ships are dealt with. To the lay mind, and even to many solicitors, the project had great attractions. Even now it has its advocates. Others who knew by experience the intricacies of the subject-matter said that land and buildings differed so essentially from stocks and ships that they could not be treated alike, and, moreover, that the system could never be adapted to the varying requirements of each individual property and transaction, and that it would never commend itself to the unbureaucratic English mind. The present Registrar has indeed shown endless faith and zeal in the official system, but his predecessors, Mr. Follett and Mr. Holt, successive registrars, informed the Parliamentary Committee in 1879 that in their opinion no system of registration could be devised which would be voluntarily adopted. That committee reported that it would be very difficult to force upon everyone a mode of dealing with his property which not one in 20,000 at present adopted of his own accord, and that the committee in arriving at this conclusion acted on the axiom previously laid down by the Royal Commissioners of 1868 in their report, and which they believed to be perfectly sound, "that for an institution to flourish in a free country it must offer to the people the thing they want." It will thus be seen that the failure of the scheme after fifty years of actual experience has not been wholly unforeseen. The department appears now to be approaching another crisis similar to that which confronted it in the years before 1897. The officials then found themselves without public support after nearly forty years' existence on a voluntary basis. They had nevertheless year after year procured Bills to be introduced into Parliament, seeking, but without success, to make registration compulsory throughout England and Wales. Then in 1897 a compromise was come to which was accepted by the leaders of both parties in the House of Commons and embodied in the Act of that year providing that compulsory registration of possessory titles might be applied in one county, but should not be extended for three years; and then only on the initiative of a county council. It was thought that the public would thus be brought by actual experience to see the advantages of registration and would be led voluntarily to register absolute titles. The administrative county of London was selected, and by successive Orders in Council the compulsory sections of the Act were applied over a large area with a population of nearly five millions. The City of London with a property of enormous value was added a little later in spite of the unanimous objection of the Common Council, and notwithstanding that the Attorney-General, speaking for the Government in his place in the House of Commons, had stated when the opposition of the city was withdrawn that the City of London was to be excluded from the operation of the experiment. No efforts were wanting and no expense spared to make the new Act successful. The rules and orders were elaborated with the greatest skill and endless pains. Large sums of money were spent on ordinance maps and on the issue of Government advertisements, which were widely circulated setting forth the alleged advantages of absolute registration, and every inducement was held out to the public to adopt the system. Still year by year the system failed to meet the public demand. Under the voluntary scheme the annual registrations had dwindled to nothing. In 1875 only four titles were registered. Since 1897, under the compulsory scheme, the public have failed to avail themselves of the right to place absolute titles upon the register. Only an infinitesimal number of absolute titles are being registered. The system has failed to win the favour of the support of the public, who apparently do not find that it gives them "the thing that they want." The proofs of this failure are manifest. They may be found between the lines in the Registrar's annual reports and in the failure of the finances of the department. If further proofs are wanted they are to be found in the general condemnation of the official system. The Common Council of the City of London strongly disapproves. The municipal boroughs by an increasing majority are opposed to it. The London County Council is instituting a fresh inquiry as to the expediency of a continuation of the compulsory system. The great land and building societies do not welcome it. The builders on the great building estates object to it. The Law Society remains strongly opposed to compulsion, although not to a voluntary system available for suitable cases and for such persons as desire to use it. The registrar himself admits that amendments are required. The conclusion seems inevitable—that registration does not simply land transfer generally, and that it would be unjust to continue or extend its compulsory application, and that landowners ought in future to be left free to register their properties or not as they find to be most to their advantage. The Government department nevertheless now suggests that compulsory registration of all titles should be extended over the whole of England and Wales, and that a fresh inducement for the registration of absolute titles a public loan should be raised (charged on future Land Registry fees) to meet initial expenses. Before sanctioning such a scheme the public will naturally ask why registration has hitherto failed. The true answer seems to be that the advocates of land registration have from the first been mistaken. They have been pursuing an impossible ideal. Land and buildings cannot be

treated like stocks and ships. The conditions are different. Persons buying or leasing land or buildings must have the particular property which they require. Very often it has the benefit of or is subject to special conditions relating to adjoining or neighbouring property or to mining rights. In fact in many cases special details call for special provisions and expert care which officials cannot adequately supply. This explanation goes to the root of the whole matter. And it may safely be assumed that landowners are keenly alive to what is most for their own advantage. Experience has now shewn that one of the most usual transactions—viz., a mortgage for part of the price on a purchase of land for trading purposes, under which the system of private deeds is wholly simple and cheap, is made difficult and troublesome, and consequently expensive, by registration. Even if registration had turned out moderately successful the question would still remain whether the prospect would justify the great expense which would be involved in the extension of compulsory registration of titles throughout the country. This financial question appears to deserve serious consideration in view of the following facts. The fees compulsorily exacted from owners and lessees of land in London under the Act of 1897 have amounted to nearly £500,000. The annual fees now amount to more than £50,000 per annum. The fees have been arbitrarily raised several times, and rules have recently been issued providing, doubtless with the view of economizing, that in certain cases plans are not to be issued with the land certificates and foreshadowing further economies in this respect. These demands of officials on the purses of the London owners, manufacturers, and tradesmen are being enforced at a time when the price of land is undergoing a period of severe depression in market value. This fact is acknowledged by the officials in the last published report of the working of the registry. It affords a striking contrast to the promises held out in Parliament in and before 1897 by the promoters of compulsory registration to the effect that the value of land would thereby be enormously increased. Moreover, the department has been permitted to borrow for its new offices in London no less a sum than £265,000, secured by way of a fifty years' sinking fund, on a mortgage of the future fees expected to be received from landowners. In addition, the office from first to last, before 1897, appears to have cost the State more than £100,000. For the five years preceding 1889 the loss to the Exchequer was £20,092. The department has also received the profits (not less than another £70,000) under the Land Charges Act, 1888, and Middlesex Registry Acts, which were diverted from the Central Office and from the ratepayers of Middlesex under the following circumstances: In 1870 a Royal Commission had stated that the registry caused a great increase of trouble and expense, afforded no additional security or other special advantage, and should be abolished. In 1879 a Committee of the House of Commons had reported that the Middlesex Registry was unhesitatingly condemned by every witness who had tried it. The annual profits amounted to about £10,000, which went into the pocket of the registrar, who held the insecure office. He died in 1891, and the fees could then have been reduced or the registry abolished; but an Act was hurried through Parliament in a few days transferring the registry with its large surplus revenue to the Land Registry. In justice, this surplus revenue ought to have been given back to Middlesex either by repeal or as a contribution to the rate, as is done in Yorkshire. The consolidated fund is liable to make good any losses from error or mistake in the office in default of the fees, and it does not appear that any reserve or insurance fund has been set aside or invested to meet this liability, although under section 21 of the Act of 1897 an instalment of the fees was to be annually invested. The experience of other public registers shews that the liability referred to is substantial. The staff of the Land Registry ten years ago consisted of less than thirty persons and the annual expenditure was about £9,000. The staff now exceeds 180 and the annual expenditure exceeds £50,000. Moreover, the department does not now pay its way, and there is an annual deficiency which has to be provided by the Treasury. The actual total deficit in the two years ending the 31st of March, 1906, was £11,000, and in the year ending the 31st of March, 1907, such deficit, to judge by the figures which are available, must have been at a considerably higher rate. So far as regards the past. Now, as regards the future. On a moderate estimate the annual cost of sufficient local registries to extend the system throughout the provinces would, it is said, be not less than two millions per annum. The necessary offices and fireproof buildings are estimated at a further one million per annum. The public loan at which the registrar hints to defray the initial costs of compulsory registration of absolute titles throughout the country, could not, it is believed, be estimated at less than twenty millions sterling. The question, then, is whether the system can in any case be worth so great an expenditure. It would involve a network of officialism throughout the country which would, it is believed, be intolerable to English habits and feelings. In every small town, in every ten or twenty mile circle, a highly-paid official must be established, with clerks and book-keepers, in constant communication with the central registry. Generally the local official would be a lawyer. He and his staff would necessarily become acquainted with every local transaction, even of the most private character. It may safely be assumed that people would universally object to such a system, and would much prefer the cheaper and simpler present system of private deeds. In a recent paper prepared for Mr. Asquith, Mr. Sears, M.P., gives as a reason for abolishing income tax commissioners the strong objection which exists to local men possibly taking advantage for themselves of their knowledge of the concerns of other local people. The truth is that persons dealing in land need the help of an expert lawyer devoted to each transaction. Small traders and unskilled persons need such help still more than a rich landowner or speculator. If the intervention of a public land registry did away with lawyers (which it does not) it may safely be foretold that some other agent would come in whose commission would

probably far exceed the fixed and small commission which now protects the client from excessive law charges. The patronage involved in Government departments which, like the Land Registry, are supposed to cater for special classes of the community at the expense of those classes, is a subject which seems to deserve careful consideration. The growing character of state officialism in various directions has been very marked in recent years. The action of the Civil Service Commissioners under the Order of June, 1870, might probably with advantage be extended to such cases, and the great officers of state might be relieved of the invidious and growing claims and importunities necessarily incident to extensive private patronage. Mr. Sears, M.P., in the paper above referred to, remarked that the objectionable system of patronage should be abolished and every post filled by merit as the result of examination or by promotion of recognized ability. One advantage which in England attaches to registration in the transfer, whether of land, stocks, or ships, arises from the fact that trusts are excluded, although in the case of ships the statute allows equitable interests to be created (section 57), and in the case of land, dealings off the register are legal after the first registration (section 49, Act 1875). Probably it is the exclusion of trusts, and not the fact of registration, which really makes the transfer of stocks and ships simple. Attention has consequently been directed to the question whether transfers of land by private deeds might not also be restricted to absolute dealings excluding all trusts. If this could be done land transfer might really be simplified without involving the insuperable objections which appear to make a system of public registration impossible. It is sometimes said that the opponents of registration are only destructive. But this is a mistake. The Law Society proposed in 1895 that in transfers of land by deed trusts should be excluded and absolute transfers only should be allowed. This proposal was put forward by Mr. John Hunter, the president of the society, at Bristol, in the autumn of that year. The Council subsequently caused a Bill to be prepared by Mr. Wolstenholme and Mr. Cherry, which was introduced in the House of Lords in that year by the late Lord Davey to carry out this reform, and to provide that all trusts and settlements should be kept off the legal title to land. This was a plan long used and well understood in Lincoln's-inn and only required extension. The idea was indeed not a new one. It was the object of the Statute of Uses in the time of Henry VIII., which failed only because the intention of Parliament was not clearly expressed. This reform would give land the immunity from trusts which shares and ships now enjoy, and would really simplify land transfers and titles. The Law Society's proposed reforms, however, necessarily remained in abeyance when, under the Act of 1897, the system of compulsory registration of possessory titles was put into limited operation. It is also sometimes suggested that the failure of registration to give satisfaction may be due to imperfections in the working details of the scheme. This cannot well be the only reason. The ablest advisers were from the outset engaged in drawing up the rules and forms. The first Act was prepared after long and careful inquiry. Then after many years' experience and further Parliamentary inquiry the Act of 1875 embodied every improvement which could then be devised. Again, after twenty years' further trial the Act of 1897 was introduced into Parliament with the assurance that again every known imperfection had been removed. The rules under that Act were drawn up with the greatest care and infinite pains by a very eminent committee, of which Mr. Justice Ford North was chairman, and with the aid of the present registrar, whose great ability is universally admitted. Indeed, a cursory examination of the registrar's book on the Acts and Orders, or a glance even at its index of 128 pages, should convince anyone of the pains taken in working out the machinery. That volume rivals the Code Napoleon in length and much exceeds it in complication. An actual study of the book would satisfy any person why it is that registration inherently fails to give satisfaction to the public. Another explanation sometimes suggested is that the public do not even now realize the advantages which, it is alleged, registration may confer on the registered proprietor in years to come. Naturally they think more of present disadvantages. And the more so when the alleged future benefits are by no means clear or certain. But experts are not at all agreed that future complicated transactions will be simplified. Moreover, the explanation is open to the fatal objection that it assumes that landowners are blind to their own interests. Obviously, landowners who during the last fifty years have used the register have not found the after benefits clear, or no properties would have been taken off the register and the system would have grown in public favour. But experience proves that the system of transfer by private deeds has, in the public judgment, advantages which registration does not confer. On the subject of officialism one may usefully quote the remark of Herbert Spencer, that "a comparatively small body of officials, coherent, having common interests and acting under central authority, has an immense advantage over an incoherent public, which has no settled policy and can be brought to act unitedly only under strong provocation. Hence an organization of officials, once passing a certain stage of growth, becomes less and less resistible, as we see in the bureaucracies of the continent." The idea of registration of title was not new when it was proposed fifty years ago. It had existed for centuries as regards copyhold land; but it is now generally admitted that it involves needless delay, expense, and publicity. This is one of the principal reasons why copyholds are being so extensively enfranchised. The advocates of registration of title ignore the great reforms, which were largely due to solicitors, embodied in the Conveyancing and Settled Land Acts. The late Earl Cairns devoted his great ability and expert knowledge to these reforms after he had satisfied himself that a popular system of compulsory official registration of title was impracticable. Under those Acts titles have been greatly simplified. Land transfer has been vastly facilitated, and it is now carried through easily and quickly. It is not true that it is now complicated or excessive in expense. Settlements and entails no longer create any practical

difficulty or trouble in transferring or dealing with land, and a labourer, farmer, or small capitalist can readily buy, and willing landowners can easily sell at a trifling expense in plots or for allotments. Moreover, for the last twenty-five years the charges of a solicitor for making out title and transfer have been fixed by statute on an *ad valorem* tariff; and they are so moderate that it is impossible for any advocate of registration to fairly represent that dealings in land are now restricted by the cost of transfer. Notwithstanding these undeniable facts, one argument still used by the promoters of compulsory land registration is that solicitors' charges are indefinite and unreasonable. Since 1882, a solicitor's charge on sales and purchases of land, whatever trouble or complications may be involved, has been limited to a moderate percentage scale much less than the ordinary fee paid to surveyors and auctioneers. In the Report of the Housing of the Working Classes Committee, it is stated that they had had evidence of the relatively excessive cost of the present conveyancing system for the transfer of land and the great economy which might be effected by compulsory registration throughout the country, and that the Committee had been struck by the relatively enormous amount of solicitors' costs in comparison with the actual value of land conveyed. The only witness on these subjects was the registrar, and it seems incredible that what he must have said could be so utterly mistaken. Of course he knows that solicitors' fees on all transfers of land are fixed by statute on a percentage scale varying from $\frac{1}{4}$ per cent. down to a little more than $\frac{1}{2}$ per cent. on the purchase money and covering the whole work and responsibility of deducing or investigating title and completing conveyance. By no stretch of rhetoric can these fees be termed relatively excessive or enormous. A still more regrettable instance of hasty statements occurred at Bradford on the 27th of April, 1907, when a responsible Cabinet Minister in an after-dinner speech said that the expense of making and investigating titles was so great that all the spirit was taken out of people. The suggestion made on the same occasion that the true remedy for an imaginary evil lay in six years' title being legalized under some plan of state or private insurance may safely be left to be dealt with by the conveyancing bar in Lincoln's-inn should it ever be advanced. It must be assumed that the speaker was not aware that a similar proposal had been rejected, not only by the bar and by the Law Society, but also unanimously by the Rule Committee of the Land Registry appointed to advise in such matters, consisting of experienced conveyancers, including the chairman, Mr. Justice Kekewich. The advocates of the official system sometimes claim as a set off to the great expense which it has entailed in London, that it may have saved the registered proprietors a large sum in law costs. This claim is illusory. As regards possessory titles there is no saving. Purchasers and mortgagees for their own safety must have the title looked into. The only change wrought by the Act, and that a retrograde one, is that it repeals the fixed and moderate percentage statutory scale of 1882 and relegates all parties again to a detailed item bill of costs. As regards absolute titles their number is too small to count. Moreover, some investigation is still necessary in certain cases, and the registered proprietors obviously do not find the great advantage promised them or they would come in and register other properties. The present position of the whole matter is sufficiently grave to deserve the most serious consideration on the part of the public and of legislators in view of the expansion of officialism which has been foreshadowed. It concerns the owners of land and buildings, especially the smaller holders, to ask themselves whether the visionary reformers who have for two generations promoted compulsory registration have not been aiming at a mistaken and impossible ideal—in fact, whether they have not been following a will of the wisp which is fast leading them into a morass of officialism from which there can be no escape.

Obituary.

Mr. W. A. Hepburn.

Mr. William Arnold Hepburn, solicitor, died on Saturday morning last very suddenly. He had left his house in Well-walk, Hampstead, for his customary early morning ride, and had ridden nearly to Hendon, when he fell from his horse, and expired almost immediately. He was a son of the late Mr. J. G. Hepburn, solicitor, of Bird-in-Hand-court, Cheapside, and was educated at King's College School. He was admitted in 1874, taking honours at the examination. He became a member of his father's firm, but left it on his election to the office of clerk to the Leather-sellers' Company in 1884. He was eminently successful in this post, shewing great legal and business ability.

Legal News.

Appointment.

Mr. ARTHUR MAULE OLIVER, solicitor, of Newcastle-on-Tyne, has been elected Town Clerk of Newcastle-on-Tyne, in succession to Mr. Hill Motum, resigned.

Changes in Partnerships.

Dissolutions.

EARDLEY-WILMOT BLOMFIELD HOLT, CHARLES ALFRED MORTON LIGHTLY, and ALFRED HOWARD BARRETT, solicitors (Eardley Holt, Lightly, &

Barrett), 28, Charles-street, St. James'-square, London. Dec. 14. Business will be carried on in the future by the said Eardley-Wilmot Blomfield Holt and Charles Alfred Morton Lightly at 28, Charles-street aforesaid, and by the said Alfred Howard Barrett at 24, John-street, Bedford-row.

GERARD MAURICE CHARLES LUARD and ERNEST GEORGE CARY CHAPMAN solicitors (Luard & Chapman), Dulverton, Exford, and Winsford. July 31. [Gazette, Dec. 17.]

General.

It is announced that Mr. W. Evans, the Inspector-General of Bankruptcy, will retire on pension on the 1st of January next, and that he will be succeeded by Mr. J. G. Willis, the Junior Assistant Secretary in the Railway Department of the Board of Trade.

It is announced that Sir M. D. Chalmers, K.C.B., C.S.I., has intimated his intention to retire, at the end of next January, from the office of Permanent Under-Secretary of State for the Home Department, and that Mr. C. E. Troup, C.B., Assistant Under-Secretary of State, has been appointed his successor.

Bucknill and Coleridge, JJ., have fixed the following commission days for the winter assizes on the Western Circuit: Devizes, Saturday, January 11; Dorchester, Wednesday, January 15; Taunton, Saturday, January 18; Bodmin, Friday, January 24; Exeter, Wednesday, January 29; Winchester, Tuesday, February 4; Bristol, Tuesday, February 11. Mr. Justice Bucknill will go on the circuit alone until Exeter is reached, when Mr. Justice Coleridge will join him there.

Since the death of Lord Justice Chitty, says a writer in the *Daily Telegraph*, the Chancery Division has not produced a judicial sayer of good things. "*Fiat justitia, ruat cælum*" was distinctly the right observation to make when the ceiling of his court gave way, and Chitty, J., made it. And his courteous rejoinder to the long-winded advocate who announced that he would now address himself to the furniture—"You have been doing so for some time"—could not well have been surpassed.

"How much did you pay for the van you had before you bought this one?" asked counsel of a plaintiff at Bow County Court, as related by the *Evening Standard*. The judge: What on earth has that to do with the case? You won't help the jury by going back eighteen months before the accident. Counsel: I was going to argue that if he gave a low price for that he would not pay a high one for this. His Honour: Very well. Counsel (to witness): Now what did you pay for it? Witness: I never had one before.

Apocryph of the disposal of judges' wigs, robes, &c., a correspondent of the *Westminster Gazette* writes: "It may interest your readers to know that the widow of the late Mr. Baron Huddleston (Lady Diana Beauchamp) by her will bequeathed the baron's robes to the judge's old clerk with a request that he would burn them. Her ladyship's generosity to the Barristers' Benevolent Institution—a legacy of £10,000—will live in the memory of struggling barristers. I may add that her ladyship also left the baron's clerk a legacy of £5,000."

There is no better known work in the world of legal literature, says a waiter in the *Globe*, than Fry on Specific Performance. A story told by Mr. Owen Thompson, in a recent lecture before the Solicitors' Managing Clerks' Association, shews that the fame of Sir Edward Fry's treatise has not yet reached the Board schools. A barrister, who wished to consult the volume, sent his newly-engaged boy to the chambers of a well-known conveyancer to borrow it. The boy returned with a message from the clerk to the eminent conveyancer that he had never heard of the work. Subsequent inquiries proved that the misguided youth had asked for "Fly on the Pacific Ocean!"

A dinner was given on Monday night at the Café Monico by past and present members of the Western Circuit to Mr. Justice Coleridge. Mr. Castle, K.C. (the Recorder of Bristol), took the chair. Among those who intimated their intention to be present were Mr. Justice Phillimore, Mr. Justice Bucknill, Judge Howland Roberts, Mr. Loveland Loveland, K.C., Mr. Bousfield, K.C., Dr. Blake Odgers, K.C., Mr. Duke, K.C., Mr. Foot, K.C., Mr. Radcliffe, K.C., Mr. Clavell Salter, K.C., M.P., Mr. S. Macleod, K.C., Sir C. Mathews, Mr. G. R. Askwith, Mr. Simon, M.P., Mr. R. G. Seton, Mr. Charles, Mr. B. F. Lock, Mr. J. A. Hawke, Mr. H. Brodick, and Mr. Mathias. The company numbered over eighty.

Now that the winter assizes in Ireland have drawn to a close some explanation of the extraordinary breakdown of trial by jury as shewn by acquittals and disagreement in cases where the evidence tendered in support of the indictments was both clear and convincing will not, says the Cork correspondent of the *Times*, be out of place. It will have been observed from the published proceedings of Irish assize courts that juries disagreed in cases possessing no political complexion whatever as well as in those cases where the offences were perpetrated in furtherance of a political end. There have been two forces operating to bring about this result. Intimidation has, of course, played a conspicuous part. Jurors who are engaged in trade, or are otherwise so placed as to be open to the persecution of organised boycotting, have shrunk from returning verdicts in accordance with the evidence lest they should themselves be victimised. Since the spread of the Sinn Féin movement the policy of thwarting every attempt to enforce "English-made law" in Ireland has spread sufficiently to make its influence felt in the jury box. The canvassing of jurors has been freely practised by the friends of accused persons. Even the grand jurors have been subjected to it, and no secret is made of the fact that in several instances grand jurors have been found ready to try to get bills sent before them "ignored" in absolutely clear cases.

The Times Berlin correspondent says that the Imperial Chancellor has addressed to the Federated Governments a circular, in which he calls attention to the abuse of the laws of judicial procedure which enable the courts to compel witnesses to give evidence against their will. The law, Prince Bülow explains, does not enjoin that this compulsion shall be invariably exercised, and he recommends that the Public Prosecutors should be invited to exercise a certain reserve in the application of these provisions, and should be guided in a greater degree by the necessities of individual cases. Prince Bülow mentions that a Bill, which is shortly to be submitted to the consideration of the Federal Council with a view to being introduced into the Reichstag, will deal with this subject. Although the Chancellor's circular does not specifically refer to the Press, it is well known that the chief abuse of the right to extort evidence by compulsion and penalties has been in connection with Press prosecutions. According to trustworthy accounts, the new Bill will permit editors, publishers, and printers of periodicals and newspapers to decline to name the author or contributor of an incriminated article so long as this permission does not frustrate the successful prosecution and punishment of an editor who in publishing the article has transgressed the law.

At the Bootle police-court, on the 6th inst., Mr. J. W. Wall (solicitor), who appeared for prisoners in a case before the court, said: I have a preliminary objection. These people are in the dock, having been arrested by a policeman on an indictable offence, the chief constable appears to prosecute. I, as a solicitor, have to object to any layman prosecuting. The authorities on the point are quite clear. The case of *Re v. Brice* says that in indictable cases there is no such power given by statute to allow any layman to prosecute. Stone's Justices' Manual goes further. "If, therefore, a police constable is the informer under the Summary Jurisdiction Act, he has the right to address the court and examine the witnesses like any other informer, but the strong expression of the Queen's Bench Division against the practice should be regarded." This is no personal matter; it is a matter of principle. The chief constable said the objection had been raised many a time before, and it was a wonder that Mr. Wall did not refer to the late Mr. Justice Hawkins' decision and the case of *Webb v. Catchlove*. As far as he knew, only two or three of the judges had voiced an expression of opinion on this question. The practice had been followed in this court to his knowledge for twenty-three years. After consulting with the bench, the clerk said: I am sorry to say that my opinion is against the chief constable. I bitterly regret that such a thing should have been raised in this court. On the following day the question was again raised by the chief constable, and the chairman said: It has been the custom in this court for over thirty years, and is the custom all over the country. We are advised by the clerk that if he was called upon again he would give the same opinion as he has done. Beyond that we have nothing to say. We are not going to interfere with you at all. But we do say this, that we think some approach should be made to the local authority, and the case be laid before the Home Secretary, who would settle it once and for all.

In the course of a paper on "The Limited Partnerships Act, 1907," read on Tuesday night, before a meeting of the Institute of Bankers, by Mr. Harold E. Gallaher (of the Solicitors' Department, General Post Office), the writer said that the object of the Limited Partnerships Act was to establish a further alternative for the investor by placing the law relating to limited partners on a definite and systematic footing. The principle upon which the measure was founded had received the unanimous support of the business world, but whether the Act as it now appeared on the Statute Book could be regarded as an entirely satisfactory item of legislation was a question upon which there was much difference of opinion. He then proceeded to deal in detail with the sections of the Act. After referring to a number of them, Mr. Gallaher remarked that the chief defect of the Act was that it virtually imposed the duty of searching the Register of Limited Partnerships on persons transacting business with firms, unless they were willing to take a certain amount of risk. The difficulties which the Act presented were certainly numerous, but possibly some means would be found of overcoming them, and, if so, there could be no doubt that the measure would prove extremely useful. One of the most important results of the system on the Continent was that it had been adopted by the banks and other large financial associations for the purpose of advancing money, as *commanditaires*, to trading concerns. It had been suggested in some quarters that the bankers of this country would take advantage of the new Act in the same manner. He understood, however, that it was contrary to the fundamental principles of English banking for a bank to engage in trade or to take part in any undertaking of a speculative nature. He should think that it was extremely unlikely that the Act would cause any alteration in the practice in this respect. Although he was afraid that the Act in its present form would not meet with the success hoped for by its promoters, it was, at all events, a step in the right direction.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON				
EMERGENCY ROTA.		APPEAL COURT No. 2.		
Date.	Mr. Justice GREGORY.	Mr. Justice FARMER.	Mr. Justice BEAL.	Mr. Justice JOYCE.
Monday, Dec. 23	Mr. Justice GREGORY.	Mr. Justice FARMER.	Mr. Justice BEAL.	Mr. Justice JOYCE.
Date.	Mr. Justice SWINFER.	Mr. Justice WAREINGTON.	Mr. Justice NEVILLE.	Mr. Justice PARKER.
Monday, Dec. 23	Mr. Justice SWINFER.	Mr. Justice WAREINGTON.	Mr. Justice NEVILLE.	Mr. Justice PARKER.

The Christmas Vacation will commence on Tuesday, the 24th day of December, 1907, and terminate on Monday, the 6th day of January, 1908, both days inclusive.

Winding-up Notices.

London Gazette.—FRIDAY, DEC. 13.

JOINT STOCK CO. ANIES.

LIMITED IN CHANCERY.

CENTRAL CATHAY, LIMITED.—Creditors are required, on or before Jan 14, to send their names and addresses, and the particulars of their debts or claims, to De Westley Layton, 4, Bishopgate st. Within. Stocks, Londonwall st, solicitor to liquidator.

LALYTON & CO, LIMITED.—Creditors are required, on or before Dec 31, to send in their names and addresses, with particulars of their debts or claims, to Ernest Gibson, 14, Westcoast parade, South Shields, liquidator.

NEW DAUCS-PORTLAND CO, LIMITED.—Peta for winding up, presented Dec 10, directed to be heard on Jan 14. Benjamin & Cohen, Coleman st, solicitors for petitor. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 14.

RAPID PAINT CO, LIMITED.—Creditors are required, on or before Jan 31, to send their names and addresses, and the particulars of their debts or claims, to William Edward Holland, 17, Coleman st, liquidator.

SOCIETE DES ANCIENS ETABLISSEMENTS ADER, LIMITED (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Jan 15, to send their names and addresses, and the particulars of their debts or claims, to Frederic Meyer-Warnd, Rue des Mathurins 40, Paris. Kekewich & Co, Suffolk st, solicitors for liquidator.

London Gazette.—TUESDAY, DEC. 17.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ALUMINIUM AND GENERAL FOUNDRY SYNDICATE, LIMITED.—Creditors are required, on or before Jan 7, to send in their names and addresses, and the particulars of their debts or claims, to Henry Hodgkinson Bolart, 22, Basinghall st. Mackrell & Ward, Walbrook, solicitors for liquidator.

BAITEN AND JAPANESE FINANCE CORPORATION, LIMITED (IN LIQUIDATION).—Creditors are required, on or before Jan 31, to send their names and addresses, and the particulars of their debts or claims, to the Liquidators, 19, St. Swithin's in. Linklater & Co, solicitors for company.

BRITISH SOAP POWDER CO, LIMITED.—Creditors are required, on or before Jan 2, to send their names and addresses, and the particulars of their debts or claims, to Louis Adrian Volsey, 21, King st, Warrington, liquidator.

ECOLLE, SOUS, & CO, LIMITED.—Creditors are required, on or before Jan 31, to send in their names and addresses, and the particulars of their debts or claims, to Harold Lingham Marsh, 26, North John st, Liverpool, liquidator.

JOSEPH WESTERHOLM & CO, LIMITED.—Creditors are required, on or before Jan 6, to send their names and addresses, and the particulars of their debts or claims, to Joseph E. M. Truelove, Ashfurlong, Dorset, or Sheffield, liquidator.

MCNAMARA'S (BIRMINGHAM), LIMITED.—Creditors are required, on or before Feb 3, to send their names and addresses, and the particulars of their debts or claims, to Harry Meredith, Prudential bldg, Corporation st, Birmingham, liquidator.

MIDDLESEX PUBLIC-HOUSE TRUST CO, LIMITED.—Creditors are required, on or before Jan 31, to send their names and addresses, and the particulars of their debts or claims, to Alexander Francis Part, Radlett, Herts, liquidator.

MOORHAT GUARANTEE TRUST, LIMITED (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Jan 16, to send their names and addresses, and the particulars of their debts or claims, to George Henry Deeks, Dashwood House, 9, New Broad st, liquidator.

NATIONAL ASSOCIATION OF MASTER PLUMBERS OF GREAT BRITAIN AND IRELAND, LIMITED.—Creditors are required, on or before Jan 23, to send in their names and addresses, and the particulars of their debts or claims, to John Beal, 361A, Beverley rd, Hull, liquidator.

PETER PENNINGTON & SONS, LIMITED.—Creditors are required, on or before Jan 31, to send their names and addresses, and the particulars of their debts or claims, to Herbert Pennington, Woodlands, Liverpool rd, Ashton in Makerfield. Graham & Unsworth, Wigan, solicitors for liquidator.

PORT VALE ASSOCIATION FOOTBALL CLUB, LIMITED.—Creditors are required, on or before Jan 30, to send their names and addresses, and particulars of their debts or claims, to Mr Samuel Gleave, 159, Waterloo rd, Burnley. Alcock & Abberley, Burnley, solicitors for liquidators.

S. ISAACS, LIMITED.—Creditors are required, on or before Jan 23, to send their names and addresses, and particulars of their debts or claims, to Henry McLeish, Devonshire chmbrs, Bishopgate st, liquidator.

TENAGANT SYNDICATE, LIMITED.—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to Joseph Parnfield, 68 to 74, Palmerston house, Old Broad st.

The Property Mart.

Result of Sale.

REVERSIONS AND LIFE POLICIES.

Messrs. H. E. FOSTER & CRAWFIELD held their usual Fortnightly Sale (No. 849) of the above-named interests at the Mart, Tokenhouse-yard, E.C., on Thursday last, when the following lots were sold at the prices named, the total amount realized being £2,535:

ABSOLUTE REVERSION to £500	Sold	£375
REVERSION to £383 13s. Convals		160
POLICIES:—		
For £7,000		6,920
For £3,000		1,900

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, DEC. 2.

BARBOUR, JESSIE JANE, Carlisle Dec 31 Blackburn & Main, Carlisle

BATLEY, ELIZABETH, Fokedown, Bourneouth Dec 31 Easton & Sons, Walworth rd

BAXTER, ANNE, Manchester, Orrell, Manchester

BLACKWELL, ELIZABETH, Windsor st, Uxbridge Jan 15 Harvay & Green, Uxbridge

BOURNAHAM, HELEN ABBENETHY, Upper Tulse hill Dec 31 Capron & Co, Fawley pl, Conduit st

CATCHPOLE, JOHN MARK, Caister, Gt Yarmouth Dec 28 Burton & Son, Gt Yarmouth

CHRISTIAN, JOHAN WILLIAM, Chester ter, Eaton sq Dec 31 Pontifex & Co, St Andrew st, Holborn circus

COLLIS, WILLIAM, Chiland, nr Winchester, Food Merchant Jan 1 Snelling, Winchester

COOPER, MARTHA TRATHOR, Oldham Dec 31 Taylor, Oldham

COTTAM, VINCENT, Sheffield, Carter Dec 31 Vickers & Co, Sheffield

FOTE, MARTIN, Gloucester, Commercial Traveller Jan 2 Beauchamp & Gallaher, Worcester

FRANKLIN, HENRY ABRAHAM, Ladbrooke grove, Notting Hill Jan 18 Hollams & Co, Mincing ln

GREEN, AGNES BLAIN, Pendleton, Lancs Jan 10 Walker & Co, Manchester

HARRIS, PRICIVAL SEYMOUR, Hearn, Derby, Physician Dec 16 Hulsh & Robinson, Ilkerton
 INGHAM, JOHN ROBERTSON, Wallington, Wool Stapler Dec 31 Edwards, Basinghall st
 JONES, JOHN HENRY, Handforth, Chester Dec 36 Oldfield, Macclesfield
 LARSEN, HORACE, Tunbridge Wells, Tobaccoist Dec 31 Bus, Tunbridge Wells
 LEWIS, JONATHAN, Lambisley, Carmarthen, Farmer Jan 3 Humphys & Symonds, Hereford
 McDIARMID, MARY JANE, Dawlish, Devon Jan 31 Cole, Bristol
 MOODY, ROBERT SADLER, Little Malvern, Worcester Dec 28 Taylor, Burton on Trent
 MORRIS, MARY ANN, Plackley, Kent Dec 17 Kingsford & Co, Ashford, Kent
 MOSES, CATHERINE ELLER, New Brighton, Chester Dec 30 Thompson & Co, Birkenhead
 MOSS, ELIZA MOSTYN, Chester Jan 21 Griffiths, Chester
 PERRY, GEORGE FRANCIS, Forest Gate, Licensed Victualler Dec 31 Turner & Osborn, Leadenhall st
 PILE, JAMES, Monkwearmouth, Sunderland Dec 16 Walker, Sunderland
 PORTER, HENRIETTA RENDERS, Weymouth Dec 28 Andrews & Co, Weymouth
 PORTER, SARAH, Weymouth Dec 28 Andrews & Co, Weymouth
 PRICE, MATILDA JOYCE, Small Heath, nr Birmingham Dec 23 Crookford, Birmingham
 STEVENSON, WILLIAM, Aldershot Dec 31 Easton & Sons, Walworth rd
 THOMPSON, LEONARD GEORGE, Upper Clapton Dec 28 SLOW & Co, Gt St Thomas Apostle, Queen st
 TIBBETT, JOHN, March, Cambridge, Farmer Dec 16 Wise, March
 TURMAN, JOHN, Macclesfield Dec 21 Oldfield, Macclesfield
 TURNICLIFF, GEORGE WILLIAM FORD, Harborne, Birmingham Jan 23 Eaden & Co, Birmingham
 VICKERS, MARY LEIGH, Birkdale, Lancs Dec 31 Wilmot & Hodge, Southport
 VICKERY, GEORGE ARTHUR, Manchester, Grey Cloth Agent Feb 1 Chorlton & Son, Manchester
 VIVING, SARAH ANN, Wirttemberg st, Clapham Dec 23 Powell & Skuse, Essex st, Strand
 WILKINS, WILLIAM, Brandon st, Walworth, Carman Dec 23 Easton & Sons, Walworth rd

London Gazette.—FRIDAY, Dec. 6.

ALLCHIE, SAMUEL JAMES LEADER, Northampton, Engineer Jan 1 Dixon, jun, Sittingbourne, Kent
 ARROWSMITH, LANCELOT, Newcastle upon Tyne Jan 6 Dickinson & Co, Newcastle upon Tyne
 ASHWORTH, JOHN, Lump, nr Waterfoot, Lancs Jan 31 Marriott & Co, Manchester
 BARKER, CHARLES LAWRENCE, Higher Holton, Wincanton, Somerset Jan 6 Smith & Son, High rd, Kibbura
 BOOTH, JAMES, Halifax Jan 10 Lead & Foster, Halifax
 BRACKFAR, GEORGE EDWARD, Henley on Thames Jan 7 Cooper & Co, Gresham st
 BROWN, ALFRED, Totton, Southampton, Beerhouse Keeper Jan 14 Coxwell & Pope, Southampton
 BURLTON, ANN, Easton, Somerset Dec 31 Norton & Wilson, Wells
 BUSSELL, ESTHER, Tunbridge Wells Jan 20 Gower, Tunbridge Wells
 CANN, CHARLES, Arlington, Glos Dec 31 Grimes & Barry-Lewis, Gloucester
 COLLINS, BEVIS THURTELL, Hillend, Banwell, Somerset, Yeoman Jan 1 Powell, Banwell
 DAINTON, SAMUEL WILLIAM, Belisle rd, Kibbura Jan 6 Smith & Son, High rd, Kibbura

Bankruptcy Notices.

London Gazette.—TUESDAY, Dec. 10.

RECEIVING ORDERS.

BADHAM, ARTHUR BRADLEY, Eridge, Sussex, Farmer Tunbridge Wells Pet Dec 4 Ord Dec 4
 BARBAD, HERBERT HENRY, Skirbeck, Lincs, Baker Boston Pet Dec 6 Ord Dec 6
 BARTLEY, ARTHUR, Bedford, Builder Bedford Pet Dec 7 Ord Dec 7
 BEARD, GEORGE, Stoke Bruerns, Towcester, Northampton, Farm Bailiff Northampton Pet Dec 7 Ord Dec 7
 BENNETT, MARK LENDON, Barnes Wandsworth Pet Oct 14 Ord Dec 5
 BILLING, F, Edgbaston, Birmingham Birmingham Pet Nov 14 Ord Dec 5
 BOWMAN, DAVID, Leeds, Grocer Leeds Pet Dec 4 Ord Dec 4
 BRADSHAW, SIDNEY RICHARDS, Weybridge Kingston, Surrey Pet Dec 6 Ord Dec 6
 BRYAN, ISRAEL, Hanbury st, Spitalfields, Carman High Court Pet Dec 7 Ord Dec 7
 CRODYON, JAMES HENRY, Neath, Glam Neath Pet Dec 5 Ord Dec 5
 EVANS, MARGARET, Penryn, Glam, Flannel Dealer Pontypriid Pet Oct 17 Ord Dec 4
 EVANS, ROBERT BARTON, Stanley, Derby, Butcher Derby Pet Dec 5 Ord Dec 5
 FENWAN, JOSEPH, Aston, Hawarden, Flint, Brewer Chester Pet Dec 5 Ord Dec 5
 FULFOW, JOHN, Pontypriid, Monmouth, Baker Newport, Mon Pet Dec 6 Ord Dec 6
 CALLAGHER, JOHN, Castle Edin Colliery, Durham, Hawker Sunderland Pet Dec 5 Ord Dec 5
 HARRIS, HENRY GEORGE, Market Lavington, Wilts Bath Pet Dec 6 Ord Dec 6
 HOLLIER, GEORGE, Clifton, Bristol, Builder Bristol Pet Dec 6 Ord Dec 6
 JOHNSON, JAMES EDWARD JOHNSON, Marsh Gate In, Stratford, Essex, Chemical Manufacturer High Court Pet Dec 9 Ord Dec 9
 JOHNSON, WILLIAM, Tonypandy, Glam, Assistant Timberman Pontypriid Pet Dec 6 Ord Dec 6
 JONES, DANIEL EVANS, Machen, Mon, Flannel Manufacturer Newport, Mon Pet Dec 6 Ord Dec 6
 JONES, JANE, Glyneath, Glam, Draper Neath Pet Dec 6 Ord Dec 6
 MORRIS, STANLEY, Balby, nr Doncaster, Motor Dealer Sheffield Pet Dec 7 Ord Dec 7
 NELSON, ARTHUR, Blockley Banbury Pet Nov 23 Ord Dec 6
 NORRINGTON, WILLIAM JOHN, Ramsgate, Licensed Victualler Canterbury Pet Nov 19 Ord Dec 7
 NUTBALL, HARRY SIDNEY, Harleston, Norfolk, Grocer Ipswich Pet Dec 6 Ord Dec 6
 PERRY, GEORGE ARTHUR, Swanses, Baker Swanses Pet Nov 21 Ord Dec 6
 PITCHARD, JAMES WILLIAM, Patricroft, Ecdon, Lancs, Humber Bedford Pet Dec 6 Ord Dec 6
 PURDIE, PERRY WILFRED, Queen's rd, Wimbledon, Chemist Kingston, Surrey Pet Oct 23 Ord Dec 7
 RAKPINS, JAMES BERTRAM, Worthing, Dealer in Toys Brighton Pet Dec 5 Ord Dec 5
 SCARLE, FRANK, Hewletts Mill, North Cadbury, Somerset, Miller Yeovil Pet Dec 6 Ord Dec 6
 SCHULTZ, WILLIAM, High Holborn, Licensed Victualler High Court Pet Nov 12 Ord Dec 5

SIMMS, JOHN WILLIAM, Hartgate, Painter York Pet Dec 6 Ord Dec 6
 STOKES, JOSEPH, Barnoldswick, York, Quazryman Bradford Pet Dec 6 Ord Dec 6
 THOM, ALBERT HENRY, Dovercourt, Essex, Hotel Proprietor Colchester Pet Dec 6 Ord Dec 6
 TIFERS, JAMES, Carlisle, Draper Carlisle Pet Dec 7 Ord Dec 7
 WALSH, NEVILLE, Reading, Dentist Reading Pet Dec 4 Ord Dec 4
 WARNER, THOMAS HENRY, Leeds, Foreman Signalman Leeds Pet Dec 7 Ord Dec 7
 WEBSTER, HOWARD, Foley Park, Kidderminster, Brewer's Traveller Kidderminster Pet Dec 4 Ord Dec 4
 WELLS, ALFRED, Horsham, Builder Brighton Pet Dec 6 Ord Dec 6
 WILLIAMS, ANN, Dolwyddelan, Carnarvon, Grocer Portmadoc Pet Dec 6 Ord Dec 6
 WILSON, J, Forest Gate, Essex, Builder Brentford Pet Oct 18 Ord Dec 6
 WOOD, SIR MATTHEW, Princes gate, Kensington High Court Pet July 4 Ord Dec 5
 WOOD, THOMAS, New Broad st, Merchant High Court Pet Dec 5 Ord Dec 5

FIRST MEETINGS.

BAILEY, JOSEPH, Egerton, Kent Dec 18 at 11.45 Off Rec, 68A, Castle st, Canterbury
 BARNHAM, ARTHUR BRADLEY, Eridge, Sussex, Farmer Dec 18 at 2.30 Mr C J Parfitt's Offices, 67, High st, Tunbridge Wells
 BARBAD, HERBERT HENRY, Skirbeck, Lincs, Baker Dec 18 at 2.45 4 and 6, West st, Boston
 BEATON, LEONARD FRANK, St Margaret's Bay, nr Dover, Army Tutor Dec 19 at 9.15 Off Rec, 68A, Castle st, Canterbury
 BENNETT, MARK LENDON, Barnes Dec 20 at 12 132, York rd, Westminster Bridge
 BERRY, LEO HENRY, Carmarthen, Glass Dealer Dec 18 at 11 Off Rec, 4, Queen st, Carmarthen
 BEVAT, JOHN, Swanses, Grocer Dec 19 at 12 Off Rec, 31, Alexandra rd, Swanses
 BLAND, ALFRED JAMES, Scarborough, Contractor Dec 19 at 4 Off Rec, 74, Newborough, Scarborough
 BOWMAN, DAVID, Leeds, Grocer Dec 18 at 11 Off Rec, 24, Bond st, Leeds
 BRADSHAW, SIDNEY RICHARDS, Weybridge Dec 20 at 3 132, York rd, Westminster Bridge
 BRAZIER, WILLIAM JOHN, Wolverhampton, Dentist Dec 20 at 11 Off Rec, Wolverhampton
 BRYAN, ISRAEL, Hanbury st, Spitalfields, Carman Dec 20 at 12 Bankruptcy bldgs, Carey st
 CLARK, ERNEST ALBERT, Gt Grimsby, Market Gardener Dec 19 at 12 Off Rec, St Mary's chmbrs, Gt Grimsby
 DOBELL, ROBERT, Turro, Solicitor Dec 19 at 12 Off Rec, Bowdoin st, Turro
 ELLIS, CHARLES, Thorne, Wakefield, Farmer Dec 18 at 11 Off Rec, 6, Bond st, Wakefield
 EVANS, MARGARET, Penryn, Glam, Flannel Dealer Dec 18 at 10.30 Off Rec, Post Office chmbrs, Pontypriid
 FURZE, SAMUEL, Lampton rd, Hounslow, Builder Dec 19 at 13 14, Bedford row
 GIBBS, FRANCIS HENRY, Bath, Stone Merchants Jan 2 at 11.30 The Castle Hotel, Bath
 GIBSON, GEORGE JOHN, Margate Dec 18 at 11 Off Rec, 68A, Castle st, Canterbury
 GIBSON, WILLIAM, Maidenhead, Watchmaker Dec 18 at 12 14, Bedford row
 GREEN, HENRY, Strensall, Yorks, Farmer Dec 18 at 2.45 Off Rec, The Red House, Duncombe pl, York

DAT, FREDERICK WILLIAM, Blomfield rd, Maida Vale, Builder Jan 6 Smith & Son, High rd, Kibbura
 DENT, THOMAS ELLIS, Scarborough, Grocer Jan 18 Turnbull & Son, Scarborough
 DWYER, HANNAH ANNIE, Ward end, Birmingham Dec 17 Sale, Asherstone
 EVANS, THOMAS ROBERT, Weston super Mare, Commercial Traveller Jan 2 Dickinson, Weston super Mare
 FLEMING, WILLIAM, Fawcater, Liverpool Jan 2 Roberts, Liverpool
 GURRER, SOLOMON LEWIS, Leinster sq, Baywater Jan 17 Harris & Co, Finsbury sq
 GULLIVER, JESSE, Oulton Broad, Suffolk Jan 1 Eden & Co, Lowestoft
 HARGREAVES, JOHN, Ashton under Lyne, Market Gardener Jan 13 Ellison, Ashton under Lyne
 HARRING, ROBERT, Southport Feb 1 Wilmot & Hodge, Southport
 HARLOW, ANN, Hope, Sussex Jan 5 Eggar, Brighton
 HARRIS, ROBERT OVENDEY, Upper Tooting park, Architect Feb 12 Jones, Ludgate hill
 HODGSON, WILLIAM, Darlington Jan 18 Hett, Darlington
 INCH, CAROLINE, Shacklewell in, Shacklewell Jan 3 King & Jenkins, Abchurch in
 JENKINS, WILLIAM, Rainham, Kent Jan 13 Hearn, Chatham
 JOYNSON, GEORGE THOMAS, Northwick, Chester, Surgeon Jan 14 Joynton, Southport
 KERN, ELIZA, Streatham hill Jan 31 J & A A Tilford, Gloucester
 KILMART, CHARLES STUART PHINE, Haslemere, Merchant Jan 25 Paines & Co, St Helen's pl
 LANGLAY, GEORGE RICHARD, Brixton hill Jan 8 Finch, Craig's ct, Charing Cross
 LISTER, MARGARET, Addingham, Yorks Jan 31 Wise & Son, Ripon
 LLOYD, ISABELLA FRASER, Coteigh rd, West Hampstead Jan 6 Smith & Son, High rd, Kibbura
 MARSH, GEORGE FREDERIC, Buckingham, Printer Jan 18 Hearn & Hearn, Buckingham
 MARSH, ELIZABETH, St Leonards on Sea Jan 13 Meadows & Co, Hastings
 MAUNDER, MATILDA, Bays Hill, Cheltenham Jan 16 Baragrey, Cheltenham
 MEREDITH, EDWARD PRICE, Blyth, Radnor, Solicitor Jan 6 Prestons, Stratford
 MYERS, ALEXANDER, Leadenhall st Jan 31 Cohen & Dunn, Ely pl
 MYERS, ELKANOR JANE, Preston Dec 21 Craven & Son, Preston
 NEWTON, THOMAS ELLIOTT, Sheffield Jan 11 Gould & Coombe, Sheffield
 POFFLEY, WILLIAM, Reading, Builder Dec 20 H & C Collins, Reading
 POWELL, ELIZABETH ANN, Hatfield, Yorks Jan 31 Kay, York
 SAUNDERS, WILLIAM WALTHO, South Molton st, Oxford st, House Agent Jan 10 Tatnell, L.L.B., Bournemouth
 SIMPLY, JOHN, Selby, Yorks Feb 1 Parker & Parker, Selby
 SNEEL, THOMAS JOHN, Viceroy rd, South Lambeth Feb 1 Hores & Co, Lincoln's inn fields
 SPENCER, WILLIAM, Workop, Notts, Carter Jan 11 J & C A Whall, Workop
 STARK, SARAH, Louth, Lincs Jan 6 Fraser & Son, Nottingham
 TURNER, GEORGE WOOD, Maryport, Cumberland, Solicitor Jan 18 Tyson & Hobson, Maryport
 WAKE, RICHARD JAMES, Sheffield, Solicitor Jan 31 Wake & Sons, Sheffield
 WEBSTER, JAMES GEORGE, Kidderminster, Dec 14 Stock & Slater, Walsbrook
 WILLIAMS, PETER, St Mary Church, Devon Jan 6 Webster & Watson, Newton Abbot
 WILSON, THOMAS, Castle Bytham, Lincs, Farmer Dec 31 Thomas Errington Coste, Dinedale, Castle Bytham

GRIMSHAW, JOHN, Norwich, Builder Dec 19 at 3.15 Off Rec, 8, King st, Norwich
 HALLEWELL, JOHN, Scriven, nr Knaresborough, Builder Dec 18 at 3.45 Off Rec, The Red House, Duncombe pl, York
 HARRIES, RALPH HENRY, Liverpool, Metal Merchant Dec 18 at 11 Off Rec, 35, Victoria st, Liverpool
 HARWOOD, FREDERICK WILLIAM, Brixol, Grocer Dec 18 at 11.30 Off Rec, 25, Baldwin st, Bristol
 HERMANT, JOHN, Glenholme, Ettingham, Sussex Dec 18 at 2 Mr C J Parfitt's Offices, 67, High st, Tunbridge Wells
 HIBBS, ARTHUR, Brightlinges, Essex, Tailor Jan 3 at 11 Cups Hotel, Colchester
 HOLLIER, GEORGE, Clifton, Bristol, Builder Dec 18 at 11 Off Rec, 25, Baldwin st, Bristol
 HOBSON, LEONARD WILLIAM, Northenden, Cheshire, Fine Art Publisher Dec 18 at 3 Off Rec, Byrom st, Manchester
 HURST, ARTHUR, Bucks Green, Rudgwick, Sussex, Builder Dec 18 at 11.30 Off Rec, 4, Pavilion bldgs, Brighton
 JOHNSON, JAMES EDWARD JOHNSON, Stratford, Chemical Manufacturer Dec 18 at 11 Bankruptcy bldgs, Carey st
 JOHNSON, WILLIAM, Tonypandy, Glam, Assistant Timberman Dec 18 at 11 Off Rec, Post Office chmbrs, Pontypriid
 KEGHLEY, FREDERICK, Thorpe Acre, Loughborough, Dec 18 at 12 Off Rec, 1, Bertride st, Leicester
 KIRMAN, LOUISE SUSAN, Totnes Dec 20 at 11 7, Buckland terr, Plymouth
 LAVABACK, THOMAS, North Shields, Builder Dec 18 at 12 Off Rec, 30, Moseley st, Newcastle on Tyne
 LEATHER, FREDERICK CHARLES, Wandsworth, Builder Dec 19 at 11.30 132, York rd, Westminster Bridge
 LINES, WALLACE, Birmingham, Tailor Dec 19 at 11.30 191, Corporation st, Birmingham
 LLOYD, ERNEST EDWIN, Bilston, Staffs Dec 20 at 11.30 Off Rec, Wolverhampton
 MARGHAT, GEORGE, Bezhill, Fritterer Dec 20 at 11 County Court Offices, 24, Cambridge rd, Hastings
 MONTGOMERY, LIEUT IGONATUS D, Kensington Gardens Dec 18 at 12 Bankruptcy bldgs, Carey st
 PALFREY, JOHN ANN, Westminster Bridge, Caterer Dec 18 at 11 Bankruptcy bldgs, Carey st
 PERHAM, WILLIAM HENRY PARK, Chudleigh, Devon, G o w's Manager Dec 19 at 11 7, Buckland terr, Plymouth
 PURDIE, PERRY WILFRED, Wimbledon, Chemist Dec 21 at 11.30 132, York rd, Westminster Bridge
 RAKPINS, JAMES BERTRAM, Worthing, Dealer in Toys Dec 18 at 11 Off Rec, 4, Pavilion bldgs, Brighton
 ROSE, JOHN, Orton, Westmorland, Farmer Dec 18 at 4 Off Rec, 16, Cornwallis st, Barrow in Furness
 SCHULTZ, WILLIAM, High Holborn, Licensed Victualler Dec 19 at 11 Bankruptcy bldgs, Carey st
 SCOTT, ALFRED, Downland, Glos, Mining Engineer Dec 21 at 11.45 Off Rec, 28, Baldwin st, Bristol
 SIMMS, JOHN WILLIAM, Hartgate, York, Painter Dec 18 at 3 Off Rec, The Red House, Duncombe pl, York
 STOKES, JOSEPH, Barnoldswick, Yorks, Quazryman Dec 18 at 11 Off Rec, 29, Manor row, Bradford
 THOM, ALBERT HENRY, Dovercourt, Essex, Hotel Proprietor Dec 19 at 12.15 Off Rec, 36, Princes st, Ipswich
 TOURNAI, HERBERT EDWARD, Rastwell, Kent, Farmer Dec 18 at 10.30 Off Rec, 68A, Castle st, Canterbury
 TURNER, HORACE PARRY, Finsome, Bucks, Duck Dealer Dec 19 at 12 1, St Aldates, Oxford
 WADLOW, RICHARD JOHNSON, Mablethorpe, Licensed Victualler Dec 18 at 11 Off Rec, St Mary's chmbrs, Gt Grimsby

WILLIAMS, SAMUEL, Twynrodyn, Merthyr Tydfil, Labourer Dec 19 at 3 Off Rec, County Court, Townhall, Merthyr Tydfil
 WILLIAMS, WILLIAM, George Town, Merthyr Tydfil, Foreman Lime Burner Dec 19 at 3.30 Off Rec, County Court, Townhall, Merthyr Tydfil
 WOOD, SIR MATTHEW, Princess Gate, Kensington Dec 19 at 12 Bankruptcy bldg, Carey at
 WOOD, THOMAS, New Broad st, Merchant Dec 18 at 12 Bankruptcy bldg, Carey at

ADJUDICATIONS.

BARNAN, ARTHUR BRADLEY, Bridge, Sussex, Farmer Tid-ridge Wells Pet Dec 4 Ord Dec 4
 BARLAND, HARRIST HENRY, Skirbeck, Lincs, Baker Boston Pet Dec 6 Ord Dec 6
 BARTLEY, ARTHUR, Bedford, Builder Bedford Pet Dec 7 Ord Dec 7
 BEARD, GEORGE, Stoke Bruerne, Towcester, Northampton, Farm Bailiff Northampton Pet Dec 7 Ord Dec 7
 BRADWELL, SIDNEY RICHARDS, Weybridge Kingston, Surrey Pet Dec 6 Ord Dec 6
 BRYCE, ISABELL, Hanbury st, Spitalfields, Carman High Court Pet Dec 7 Ord Dec 7
 BRYMAN, DAVID, Leeds, Grocer Leeds Pet Dec 4 Ord Dec 4
 CROFTON, JAMES HENRY, Neath, Glam Aberystwy Pet Dec 8 Ord Dec 8
 ELLIOTT, ROBERT REGINALD, Eaglescliffe, Durham, Solicitor Stockton on Tees Pet Nov 9 Ord Dec 4
 EVANS, ROBERTS BARTON, Stanley, Derby, Butcher Derby Pet Dec 5 Ord Dec 5
 FEINMAN, JOSEPH, Aston, Hawarden, Flint, Brewer Chester Pet Dec 5 Ord Dec 5
 FINCH, CHARLES, Trefriw, Carnarvon, Hotel Keeper Portmadoc Pet Dec 5 Ord Dec 5
 GALLAGHER, JOHN, Castle Eden Colliery, Durham, Hawker Sunderland Pet Dec 5 Ord Dec 5
 HARRIS, RALPH HENRY, Liverpool, Metal Merchant Liverpool Pet Nov 14 Ord Dec 6
 HARRIS, HENRY GEORGE, Market Lavington, Wilts Bath Pet Dec 6 Ord Dec 6
 HOLLIER, GEORGE, Clifton, Bristol, Builder Bristol Pet Dec 6 Ord Dec 6
 JOHNSON, WILLIAM, Tonypandy, Glam, Assistant Timber-mer Pontypridd Pet Dec 6 Ord Dec 6
 JONES, DANIEL EVANS, The Pandy Machon, Mon, Flannel Manufacturer Newport, Mon Pet Dec 6 Ord Dec 6
 JONES, JANE, Glynnesth, Glam, Draper Neath Pet Dec 6 Ord Dec 6
 LAYBACE, THOMAS, North Shields, Builder Newcastle on Tyne Pet Dec 3 Ord Dec 7
 MARTIN, VICTOR WALTER, Groombridge, Sussex, Corn Merchants Tunbridge Wells Pet Oct 17 Ord Dec 4
 MILWARD, BENNETT, Old Park rd, Palmer's Green, Builder Edmonton Pet Nov 8 Ord Dec 5
 MONSON, CAROLINE ISABELLA, Llandale, Leighton Buzzard, Bucks Lodges Pet Oct 26 Ord Dec 7
 MORRIS, STANLEY, Balby, nr Doncaster, Motor Dealer Sheffield Pet Dec 7 Ord Dec 7
 NUTTALL, HARRY SIDNEY, Harleston, Norfolk, Grocer Ipswich Pet Dec 5 Ord Dec 6
 PRITCHARD, JAMES WILLIAM, Patricroft, Emsay, Lancs, Plumber Salford Pet Dec 6 Ord Dec 6
 RAFFERTY, JAMES BRINTMAN, Worthing, Dealer in Toys Brighton Pet Dec 5 Ord Dec 6
 REDDISH, EDWARD, Stockton on Tees, Gun Dealer Stockton on Tees Pet Nov 4 Pet Dec 4
 REID, WATSON MACDONALD, Burgess Hill High Court Pet Aug 1 Ord Dec 4
 RODGERS, JOSEPH, Sheffield, Cutlery Manufacturer Sheffield Pet Oct 24 Ord Dec 7
 SINES, JOHN WILLIAM, Harrogate, Painter York Pet Dec 6 Ord Dec 6
 SUTTON, M C, North End rd, Fulham High Court Pet Nov 6 Ord Dec 5
 STEIN, JOSEPH, Barnoldswick, Yorks, Quarryman Bradford Pet Dec 6 Ord Dec 6
 TIPPIN, JAMES, Carlisle, Draper Carlisle Pet Dec 7 Ord Dec 7
 WARNER, THOMAS HENRY, Leeds, Foreman Signalman Leeds Pet Dec 7 Ord Dec 7
 WEBSTER, HOWARD, Foley Park, Kidderminster, Brewer's Traveller Kidderminster Pet Dec 4 Ord Dec 4
 WELLS, ALFRED, Horeham, Builder Brighton Pet Dec 6 Ord Dec 6
 WILLIAMS, ANF, Dolwyddelan, Carnarvon, Grocer Portmadoc Pet Dec 6 Ord Dec 6

ADJUDICATION ANNULED.

FLORENCE, ALBERT, Bogvor, Sussex, Jobmaster Brighton Adjud March 25, 1890 Annual Nov 25, 1907

London Gazette.—FRIDAY, Dec. 18.

RECEIVING ORDERS.

ABOLES, LESLIE, Sittinghurst, Cranbrook, Kent, Hop Grower Hastings Pet Dec 9 Ord Dec 9
 BARTON, JAMES HENRY, Folkestone, Plumber Canterbury Pet Dec 10
 BENLEY & BOWKE, Brighton, Upholsterers Brighton Pet Nov 25 Ord Dec 9
 BEAT, ERNEST, Dewsbury, Painter Dewsbury Pet Dec 11 Ord Dec 11
 BEGON, R H H, Manchester, Commission Agents Manchester Pet Oct 31 Ord Dec 11
 BROOKING, FREDERICK JONES, Wightman rd, Harringay, Baker High Court Pet Dec 10 Ord Dec 10
 COOK, FREDERICK WILLIAM, Kenninghall, Norfolk, Miller Norwich Pet Dec 10 Ord Dec 10
 DALLIMORE, ALFRED, Ryde, I of W, Baker Newport Pet Dec 7 Ord Dec 7
 DAVIS, DAVID, Dowlands, Colliery Repairer Merthyr Tydfil Pet Dec 10 Ord Dec 10
 EDWARDS, HENRY, Kingston upon Hull, Corn Factor Kingston upon Hull Pet Dec 11 Ord Dec 11
 ELLIOTT, ELIZABETH, Bourne-mouth, Livery Stable Proprietor Poole Pet Dec 9 Ord Dec 9
 FARRHAW, I T, Birmingham Birmingham Pet Nov 12 Ord Dec 9

GIBBS, JOHN, Upper Richmond rd, Putney, Builder Wandsworth Pet Nov 30 Ord Dec 12
 HARLING, REGINALD CUTBERT, Shaftesbury, Butcher Salisbury Pet Dec 9 Ord Dec 9
 HELLIAN, FRED, Hordfield, Bristol, Draper's Assistant Bristol Pet Dec 9 Ord Dec 9
 HOWARD, WILLIAM WALLACE, Howland st, Tottenham Court rd, Stained Glass Merchant High Court Pet Dec 10 Ord Dec 10
 JOHNSON, WILLIAM HENRY, New Wortley, Leeds, Shop Assistant Leeds Pet Dec 10 Ord Dec 10
 JONES, HARRY WOODWALL, Port Talbot, Glam, Clerk Aberystwy Pet Dec 11 Ord Dec 11
 JONES, SAMUEL BERTIE, Port Talbot, Glam, Master Plumber Aberystwy Pet Dec 10 Ord Dec 10
 KENNETH, JAMES STEPHEN, Minster, Kent, Coal Merchant Canterbury Pet Dec 11 Ord Dec 11
 LINES, TOM, High Lane, nr Stockport, Motor Mechanic Stockport Pet Dec 7 Ord Dec 7
 LUKES, JOSEPH, Cheltenham, Cabinet Maker Cheltenham Pet Dec 11 Ord Dec 11
 MALLMAN, PAUL JACOBUS, Wool Exchange, Consulting Engineer High Court Pet Sept 9 Ord Dec 11
 MUDD, WALTER CHARLES, Casnewy, Flint, Game Dealer Bangor Pet Dec 6 Ord Dec 6
 NICHOLSON, VICTOR R, Colchester, Motor Car Manufacturer Colchester Pet Oct 26 Ord Dec 9
 NORSTON, JOHN SHERIDAN, Boscombe Park, Hants, Journalist Poole Pet Oct 4 Ord Dec 11
 PAICE, RUBEN, Franciscan rd, Tooting, Grocer Wandsworth Pet Dec 12 Ord Dec 12
 PARKES, WILLIAM HENRY, Bristol, Commercial Traveller Bristol Pet Dec 9 Ord Dec 9
 POLLARD, W G, Cranbourne st, Stationer High Court Pet Nov 15 Ord Dec 11
 PROSSER, WILLIAM, Aberystwyg, Mon, Collier Tredegar Pet Dec 9 Ord Dec 9
 RILEY, DENTON, Stockton on Tees, Boilermaker Stockton on Tees Pet Dec 7 Ord Dec 7
 SMITH, JAMES, Westcliff on Sea, Essex, Builder Chelmsford Pet Oct 17 Ord Dec 9
 STANTON, WILLIAM NOAH, Wells, Somerset, Tailor Wells Pet Dec 11 Ord Dec 11
 STILES, TOM HORACE, Southampton, Builder Southampton Pet Dec 11 Ord Dec 11
 TINKER, WILLIAM, New Mill, nr Huddersfield, Tailor Huddersfield Pet Dec 9 Ord Dec 9
 TRICK, I C, Skeneburg, Builder Boston Pet Oct 26 Ord Dec 6
 TWITCHIN, PERCY HERBERT BENONI, Richmond, Hotel Manager Wandsworth Pet Dec 11 Ord Dec 11
 VALLERIE, ERNEST LOUIS, Westcliff on Sea, Essex, Hotel Manager Chelmsford Pet Dec 7 Ord Dec 7

FIRST MEETINGS.

BAILEY, CHARLES, Colbridge, Staffs, Greensgrocer Dec 23 at 11.30 Off Rec, Newcastle, Staffs
 BRADLEY, WILLIAM BRITAIN, Howden, Yorks, Jeweller Dec 21 at 11 Off Rec, York City Bank Chambers, Lowgate, Hull
 BEARDSLEY, GEORGE, Stoke Bruerne, Towcester, Northampton, Farm Bailiff Dec 23 at 12 Off Rec, Bridge st, Northampton
 BILLING, FREDERICK, Edgbaston, Birmingham Dec 31 at 11.30 191, Corporation st, Birmingham
 BLACK, ROBERT, Darlington, Gardener Jan 7 at 12.30 Three Tuns Hotel, Durham
 BROOKING, FREDERICK JONES, Wightman rd, Harringay, Baker Dec 23 at 11 Bankruptcy bldg, Carey at
 COLEMAN, EDWARD MOUNTFORD, Leamington, Warwick Dec 23 at 11.30 Off Rec, 8, High st, Coventry
 CROFTON, JAMES HENRY, Neath, Glam, Sheet Weigher Dec 21 at 11 Off Rec, 31, Alexandra rd, Swansea
 DALLIMORE, ALFRED, Ryde, I of W, Baker Dec 23 at 9.15 Off Rec, 33A, Hylodood st, Newport, I of W
 DAVIS, DAVID, Dowlands, Merthyr Tydfil, Colliery Repairer Dec 21 at 10.30 Off Rec, County Court, Townhall, Merthyr Tydfil
 ELLIOTT, ELIZABETH, Winton, Bourne-mouth, Livery Stable Proprietor Dec 23 at 9.30 Messrs Curtis & Son, 138, Old Christchurch rd, Bourne-mouth
 FRUEN, CHARLES, Trefriw, Carnarvon, Hotel Keeper Dec 21 at 11.30 Crypt Chambers, Eastgate row, Chester
 GALLAGHER, JOHN, Castle Eden Colliery, Durham, Hawker Dec 23 at 3 Off Rec, 3, Manor pl, Sunderland
 GODWARD, EDWARD GEORGE, Norwood rd, Herne Hill, Picture Frame Maker Dec 23 at 1 Bankruptcy bldg, Carey at
 HARLING, REGINALD CUTBERT, Shaftesbury, Dorset, Butcher Dec 24 at 12.15 Off Rec, City chambers, Catherine st, Salisbury
 HOLMES, HARRY, Clay Cross, Derby, Horse Dealer Dec 21 at 11 Off Rec, 47, Full st, Derby
 HORWOOD, HARRY, Winslow, Draper Dec 21 at 12 Bankruptcy bldg, Carey at
 HOWARD, WILLIAM WALLACE, Howland st, Tottenham Court rd, Stained Glass Merchant Dec 23 at 12 Bankruptcy bldg, Carey at
 JOHNSON, WILLIAM HENRY, New Wortley, Leeds, Shop Assistant Dec 23 at 11.30 Off Rec, 24, Bond st, Leeds
 JONES, JOHN, Tregarth, Carnarvon, Labourer Dec 21 at 11.15 Crypt Chambers, Eastgate row, Chester
 LANCASTER, JAMES, Stroud, Bootmaker Dec 21 at 12 Off Rec, Station rd, Gloucester
 LINES, GEORGE, Gloucester, Baker Dec 21 at 3 Off Rec, Station rd, Gloucester
 LINES, TOM, High Lane, nr Stockport, Motor Mechanic Dec 24 at 11 Off Rec, Castle chambers, 6, Vernon st, Stockport
 LINDHURST, JOHN GEORGE ALEXANDER, Vasey, Felixstowe Dec 23 at 10.45 Gt Eastern Hotel, Liverpool st
 LOWE, HENRY, Sunderland, Fruit Merchant Dec 23 at 3.30 Off Rec, 3, Manor pl, Sunderland
 MACLURE, BASIL, Liverpool, Commission Agents Dec 23 at 2.30 Off Rec, 25, Victoria st, Liverpool
 MALLMAN, PAUL JACOBUS, Wool Exchange, Consulting Engineer Dec 23 at 2.30 Bankruptcy bldg, Carey at
 MUDD, WALTER CHARLES, Casnewy, Flint, Fish Dealer Dec 23 at 12 Crypt Chambers, Eastgate row, Chester
 NICHOLSON, VICTOR R, Colchester, Motor Car Manufacturer Dec 23 at 11.15 Gt Eastern Hotel, Liverpool st

NORRINGTON, WILLIAM JOHN, Ramsgate, Licensed Victualler Dec 31 at 10.30 Off Rec, 68A, Castle st, Canterbury
 NUTTALL, HARRY SIDNEY, Harleston, Norfolk, Grocer Dec 21 at 12.15 Off Rec, 35, Princes st, Ipswich
 PAICE, RUBEN, Tooting, Grocer Dec 23 at 12 182, York rd, Westminster Bridge
 PERRY, GEORGE ARTHUR, Swansea, Baker Dec 21 at 11.30 Off Rec, 31, Alexandra rd, Swansea
 POLLARD, W G, Cranbourne st, Stationer Dec 23 at 12 Bankruptcy bldg, Carey at
 PITCHARD, JAMES WILLIAM, Patricroft, Emsay, Lancs, Plumber Dec 21 at 11 Off Rec, Byrom st, Manchester
 ROWLEY, CHARLES, Little Hay, Staffs, Labourer Dec 23 at 11.30 191, Corporation st, Birmingham
 SCANNEL, FRANK, Hewitts Mills, North Cadbury, Somerset, Miller Dec 24 at 12.45 Off Rec, City chambers, Catherine st, Salisbury
 STILES, TOM HORACE, Southampton, Builder Dec 23 at 10.30 Off Rec, Midland Bank Chambers, High st, Southampton
 TWITCHIN, PERCY HERBERT BENONI, Whitaker av, Richmond, Hotel Manager Dec 23 at 11.30 192, York rd, Westminster Bridge
 VALLERIE, ERNEST LOUIS, Westcliff on Sea, Essex, Hotel Manager Dec 31 at 12 14, Bedford row
 WARNER, THOMAS HENRY, Leeds, Foreman Signalman Dec 23 at 11 Off Rec, 24, Bond st, Leeds
 WEBSTER, HOWARD, Foley Park, Kidderminster, Brewer's Traveller Dec 31 at 1.45 Mr 8 Thurstfield, Solicitor Kidderminster
 WELLS, ALFRED, Horeham, Builder Jan 3 at 10.30 Off Rec, 4, Pavilion bldg, Brighton
 WHITTINGTON, JOSEPH, Solihull, Warwick, Grocer Dec 23 at 12 191, Corporation st, Birmingham
 WILLIAMS, ALFRED, Cardiff Dec 23 at 3 Off Rec, 117, St Mary st, Cardiff
 WYKES, NELLIE FLORENCE, Llanfalcon, Anglesea, Timber Merchant Dec 21 at 12 Swan Hotel, Leighton Buzzard

ADJUDICATIONS.

BAILEY, JOSEPH, Egerton, Kent Canterbury Pet Oct 12 Ord Dec 9
 BARTON, JAMES HENRY, Folkestone, Plumber Canterbury Pet Dec 10 Ord Dec 10
 BILLING, FREDERICK, Edgbaston Birmingham Pet Nov 14 Ord Dec 10
 BOLTON, JAMES, Shadsworth, nr Blackburn, Farmer Blackburn Pet Nov 8 Ord Dec 9
 BRAY, ERNEST, Dewsbury, Painter Dewsbury Pet Dec 11 Ord Dec 11
 CLIFTON, GEORGE COLEMAN, Harleaden rd, Builder High Court Pet Nov 15 Ord Dec 9
 CROSS, FREDERICK WILLIAM, Kenninghall, Norfolk, Miller Norwich Pet Dec 10 Ord Dec 10
 DALLIMORE, ALFRED, Ryde, I of W, Baker Newport Pet Dec 7 Ord Dec 7
 DAVIS, DAVID, Dowlands, Colliery Repairer Merthyr Tydfil Pet Dec 10 Ord Dec 10
 EDWARDS, HENRY, Kingston upon Hull, Corn Factor Kingston upon Hull Pet Dec 11 Ord Dec 11
 FRANKLIN, JAMES WHITTELL, Bucklebury, Land Agent High Court Pet Sept 10 Ord Dec 9
 FURLOW, JOHN, Pontypool, Mon, Baker Newport, Mon Pet Dec 6 Ord Dec 10
 HARLING, REGINALD CUTBERT, Shaftesbury, Dorset, Butcher Salisbury Pet Dec 9 Ord Dec 9
 HELLIAN, FRED, Hordfield, Bristol, Draper's Assistant Bristol Pet Dec 9 Ord Dec 9
 HOWARD, WILLIAM WALLACE, Howland st, Tottenham Court rd, Stained Glass Merchant High Court Pet Dec 10 Ord Dec 10
 HUNT, WILLIAM CHARLES, Hallen, Henbury, Glos Bristol Pet Nov 25 Ord Dec 10
 JOHNSON, WILLIAM HENRY, New Wortley, Leeds, Shop Assistant Leeds Pet Dec 10 Ord Dec 10
 JONES, HARRY WOODWALL, Port Talbot, Glam, Clerk Aberystwy Pet Dec 11 Ord Dec 11
 JONES, SAMUEL BERTIE, Port Talbot, Glam, Master Plumber Aberystwy Pet Dec 10 Ord Dec 10
 KENNETH, JAMES STEPHEN, Minster, Kent, Coal Merchant Canterbury Pet Dec 11 Ord Dec 11
 LAWSON, JOHN PHILIP, Stay st, Milwage rd High Court Pet Sept 20 Ord Dec 9
 LINES, TOM, High Lane, nr Stockport, Motor Mechanic Stockport Pet Dec 7 Ord Dec 7
 LUKES, JOSEPH, Cheltenham, Cabinet Maker Cheltenham Pet Dec 11 Ord Dec 11
 MARSTON, ARTHUR, Strand, Newsagent's Traveller High Court Pet Nov 8 Ord Dec 10
 MUDD, WALTER CHARLES, Casnewy, Flint, Fish Dealer Bangor Pet Dec 6 Ord Dec 6
 NORRINGTON, WILLIAM JOHN, Ramsgate, Licensed Victualler Canterbury Pet Nov 19 Ord Dec 9
 PALFANT, JOHN ASH, Westminster Bridge rd, Caterer High Court Pet Nov 11 Ord Dec 10
 PARKES, WILLIAM HENRY, Montpellier, Bristol, Commercial Traveller Bristol Pet Dec 9 Ord Dec 9
 PERRY, GEORGE ARTHUR, Swansea, Baker Swansea Pet Nov 21 Ord Dec 9
 PROSSER, WILLIAM, Aberystwyg, Mon, Collier Tredegar Pet Dec 9 Ord Dec 9
 PURDIE, PERCY WILFRED, Wimbledon, Surrey, Chemist Kingston, Surrey Pet Oct 21 Ord Dec 10
 RUSSELL, CHARLES WILLIAM, Gillespie rd, Highbury, Steam Laundry Proprietor High Court Pet Nov 26 Ord Dec 11
 SCANNEL, FRANK, North Cadbury, Somerset, Miller Yeovil Pet Dec 6 Ord Dec 11
 SCHULZE, WILLIAM, High Holborn, Licensed Victualler High Court Pet Nov 18 Ord Dec 11
 ST JOHN, ANNE, Franco Lynch, Chalford, Glos Gloucester Pet Oct 23 Ord Dec 11
 STANTON, WILLIAM NOAH, Wells, Somerset, Tailor Wells Pet Dec 11 Ord Dec 11
 STILES, TOM HORACE, Southampton, Builder Southampton Pet Dec 11 Ord Dec 11
 TINKER, WILLIAM, New Mill, nr Huddersfield, Tailor Huddersfield Pet Dec 9 Ord Dec 9

TOURNAY, HERBERT EDWARD, Leicesters Farm, Eastwell, Kent, Farmer Canterbury Pet Nov 31 Ord Dec 9
 VALLERIE, ERNEST LOUIS, Westcliff on Sea, Essex, Hotel Manager Chelmsford Pet Dec 7 Ord Dec 7
 WATTS, GEORGE, Richmond Park, Bournemouth Builder Poole Pet Oct 26 Ord Dec 9
 WILKS, ALGERNON HENRY, Thorpe Hamlet, Norwich, Accountant Norwich Pet Oct 24 Ord Dec 11
 Amended notice substituted for that published in the London Gazette of Dec 6:
 ELLIS, CHARLES, Toomes, Wakefield, Farmer Wakefield Pet Dec 4 Ord Dec 4

London Gazette.—TUESDAY, Dec. 17.

RECEIVING ORDERS.

ABBOTT, WALTER JOHN, Rugby, Warwick, Grocer Coventry Pet Dec 13 Ord Dec 13
 BARROWS, JOHN WILLIAM, Mansfield, Notts, Boot Manufacturer Nottingham Pet Dec 13 Ord Dec 13
 BENNETT, RALPH, Northampton, Draper's Assistant Northampton Pet Dec 12 Ord Dec 12
 BERRY, WALTER HARRY, Sheffield, Stock Broker Sheffield Pet Nov 23 Ord Dec 13
 BRIMBLE, THOMAS ROACH, Clydach Vale, Glam, Grocer Pontypridd Pet Dec 14 Ord Dec 14
 BURDIDGE, JAMES, Reading, Auctioneer Reading Pet Nov 30 Ord Dec 13
 COLLINS, ARTHUR W, Sellons av, Harlesden, Builder High Court Pet Oct 30 Ord Nov 19
 COX, JACOB READING, Aller, Somerset, Farmer Yeovil Pet Dec 13 Ord Dec 13
 DAYTON, JOSEPH, Hartow on the Hill, St Albans Pet Nov 22 Ord Dec 12
 DICKER, WILLIAM JOHN, Sherborne, Dorset, Blacksmith Yeovil Pet Dec 12 Ord Dec 12
 DIXON, ALFRED, York, Grocer York Pet Dec 13 Ord Dec 13
 DODS, CHARLES NAUFER, Crown ct, Chapsale, Accountant High Court Pet Oct 24 Ord Dec 13
 DOWLING, JOHN, Llanbadrach, Glam, Baker's Assistant Pontypridd Pet Dec 13 Ord Dec 13
 ELLIENDE, ARTHUR WILLIAM, Toland Bay, I of W, Boarding House Proprietor Newport Pet Dec 13 Ord Dec 13
 ELPWICK, GEORGE, Barking, Essex, Cowkeeper Chelmsford Pet Nov 23 Ord Dec 11
 EMBERTON, H. WIMBLEDON, Advertising Agent Kingston, Surrey Pet Nov 5 Ord Dec 13
 EVINSON, SAMUEL, Whitegate, Cheshire, Coal Dealer Crews Pet Dec 13 Ord Dec 13
 FITZPATRICK, ARTHUR, Bradford, Mechanic Bradford Pet Dec 14 Ord Dec 14
 FRANKLAND, WILLIAM, Thornaby on Tees, York, Woodcutter Stockton on Tees Pet Dec 13 Ord Dec 13
 FURSE, DAVID, Blaengwynn, Glam, Labourer Neath Pet Dec 12 Ord Dec 12
 GREEN, FRANK HENRY ERNEST, Redland, Bristol Bristol Pet Nov 5 Ord Dec 13
 GREENFIELD, KATHERINE MADEIRA, St Thomas, Swansea Swansea Pet Dec 14 Ord Dec 14
 GRICE, THOMAS WILLIAM, Spinners End, Cradley Heath, Staffs, Chain Manufacturers Dudley Pet Nov 30 Pet Dec 13
 HARGREAVES, HENRY PERCY, Burnham on Crouch, Essex, Hotel Keeper Chelmsford Pet Nov 15 Ord Dec 11
 HORTON, JOHN ALEXANDER, Hollingbourne, Kent, Hotel Valuer Maidstone Pet Dec 14 Ord Dec 14
 KENDALL, WILLIAM BILTON, Cheltenham, Brush Maker Cheltenham Pet Dec 13 Ord Dec 13
 LEOGETT, JOSEPH, Burnham Market, Norfolk, Grocer Norwich Pet Dec 14 Ord Dec 14
 MORRIS, ERNEST, Gloucester ter, South Kensington, Portmanteau Manufacturer High Court Pet Dec 13 Ord Dec 13
 NAYLOR, CHARLES ALBERT, Sheffield Sheffield Pet Nov 23 Ord Dec 12
 PAYNE, JOHN, Blackheath, Staffs, Butcher Dudley Pet Nov 30 Ord Dec 12
 PAYNE, JOSEPH, Watford, Watercress Grower St Albans Pet Nov 23 Ord Dec 12
 PHIPPS, WALTER AUGUSTINE, Hungerford rd, Camden Town, Cab Proprietor High Court Pet Dec 13 Ord Dec 13
 RUSSELL, THOMAS ARTHUR, Cheltenham, Refreshment Room Keeper Cheltenham Pet Dec 13 Ord Dec 12
 SMITH, FRANCIS ARTHUR, Reading, Engineer Reading Pet Nov 25 Ord Dec 13
 SOUTHALL, MARK, Wannerton Farm, nr Kidderminster, Farmer Kidderminster Pet Dec 13 Ord Dec 13

TURNER, ALBERT EDWARD, Nuneaton, Warwick, Jeweller Coventry Pet Dec 13 Ord Dec 13
 YEAN, JOHN FREDERICK, Gt Grimsby, Boatman Gt Grimsby Pet Dec 12 Ord Dec 12
 WALKER, JAMES, Kingston upon Hull, Grocer Scarborough Pet Dec 13 Ord Dec 13
 WATKINS, JOSEPH HENRY, Maesteg, Glam, Saddler Cardiff Pet Dec 12 Ord Dec 12
 WHEELER, LOUIS, Warrington cres, Maids Vale, Doctor High Court Pet Nov 23 Ord Dec 12
 WHITELEY, HARRY CHAPMAN, and ERNEST CROSSLEY, Huddersfield, Cinematograph Entertainers Huddersfield Pet Dec 14 Ord Dec 14
 WILHELM, EDWARD, Walbrook, Paper Merchant High Court Pet Nov 21 Ord Dec 12
 WILLIS, SIDNEY GEORGE, Bristol, Butcher Bristol Pet Dec 12 Ord Dec 12
 WHOLEY, HIBBERT, Lower Cudworth, nr Barnsley, Farmer Barnsley Pet Dec 13 Ord Dec 13

FIRST MEETINGS.

BARTLEY, ARTHUR, Bedford, Builder Dec 30 at 12.15 Off Rec, Bridge st, Northampton
 BOLTON, JAMES, Rhadsworth, nr Blackburn, Farmer Dec 29 at 11 Off Rec, 14, Chapel st, Preston
 BRAT, ERNEST, Dewsbury, Painter Dec 31 at 11 Off Rec, Bank chimbrs, Corporation st, Dewsbury
 BRIDGE, E H H, Manchester, Commission Agent Jan 2 at 3 Off Rec, Byrom st, Manchester
 BRITTON, ERNEST, Maidenhead Dec 30 at 3 14, Bedford Row
 COLLINS, ARTHUR W, Sellons av, Harlesden, Builder Dec 31 at 12 Bankruptcy bldgs, Carey st
 CROSS, FREDRICK WILLIAM, Kenninghall, Norfolk, Farmer Dec 29 at 12.30 Off Rec, 8, King st, Norwich
 DIXON, ALFRED, York, Grocer Dec 28 at 11 Off Rec, The Red House, Dringolthwaite, York
 DODS, CHARLES NAUFER, Crown ct, Chapsale, Accountant Dec 30 at 11 Bankruptcy bldgs, Carey st
 EVANS, ROBERT BARTON, Stanley, Derby, Butcher Jan 3 at 11 Off Rec, 47, Full st, Derby
 JEPSON, RICHARD HENRY, Burnley, Optician Dec 29 at 11.15 Off Rec, 14, Chapel st, Preston
 MORRY, GEORGE STANLEY, Epsom Dec 31 at 2.30 The George Hotel, Huntingdon
 MORRIS, ERNEST, Gloucester ter, South Kensington, Portmanteau Manufacturer Dec 30 at 12 Bankruptcy bldgs, Carey st
 PHIPPS, WALTER AUGUSTINE, Hungerford rd, Camden Town, Cab Proprietor Dec 31 at 12 Bankruptcy bldgs, Carey st
 POWELL, FRED, Parkgate, Rotherham, Yorks, Builder Dec 31 at 12 Off Rec, Figgins Ln, Sheffield
 STAPLETON, ERNEST BENTLEY, Bideford, Devon, Baker Dec 30 at 3 94, High st, Barnstaple
 TINKER, WILLIAM, New Mill, Huddersfield, Tailor Dec 31 at 9 The Huddersfield Incorporated Law Society's Room, Imperial Arcade, New st, Huddersfield
 YEAN, JOHN FREDERICK, Gt Grimsby, Boatman Dec 28 at 11 Off Rec, 8, Mary's chimbrs, Gt Grimsby
 WALKER, JAMES, Kingston upon Hull, Grocer Dec 30 at 4 Off Rec, 74, Newborough, Scarborough
 WHEELER, LOUIS, Warrington cres, Maids Vale, Doctor Dec 30 at 12 Bankruptcy bldgs, Carey st
 WILHELM, EDWARD, Walbrook, Paper Merchant Dec 31 at 11 Bankruptcy bldgs, Carey st
 WRIGHT, ALBERT EDWIN, Gaseley, Suffolk, Grocer Dec 30 at 2 The Angel Hotel, Bury St Edmunds

ADJUDICATIONS.

ABBOTT, WALTER JOHN, Rugby, Grocer Coventry Pet Dec 13 Ord Dec 13
 BARROWS, JOHN WILLIAM, Mansfield, Notts, Boot Manufacturer Nottingham Pet Dec 13 Ord Dec 13
 BENNETT, RALPH, Northampton, Draper's Assistant Northampton Pet Dec 12 Ord Dec 12
 BERRY, WALTER HARRY, Sheffield, Stock Broker Sheffield Pet Nov 23 Ord Dec 13
 BRIMBLE, THOMAS ROACH, Clydach Vale, Glam, Grocer Pontypridd Pet Dec 14 Ord Dec 14
 BROOKING, FREDRICK JOHN, Wightman rd, Harringay, Baker High Court Pet Dec 13 Ord Dec 13
 BULMER, HENRY STANLEY, Knaresborough, Stock Broker York Pet Nov 27 Ord Dec 13
 CLARK, FREDERICK EDWIN, Shelbourne rd, Tottenham, Builder Edmonton Pet Sept 19 Ord Dec 11

COHEN, NANCY, Jane st, Commercial rd East High Court Pet June 3 Ord Dec 10
 COX, JACOB READING, Aller, Somerset, Farmer Yeovil Pet Dec 13 Ord Dec 13
 DICKER, WILLIAM JOHN, Sherborne, Dorset, Blacksmith Yeovil Pet Dec 12 Ord Dec 12
 DIXON, ALFRED, York, Grocer York Pet Dec 13 Ord Dec 13
 DOWLING, JOHN, Llanbadrach, Glam, Baker's Assistant Pontypridd Pet Dec 13 Ord Dec 13
 ELLIENDE, ARTHUR WILLIAM, Toland Bay, I of W, Boarding House Proprietor Newport Pet Dec 13 Ord Dec 13
 EVANS, SAMUEL, Whitegate, Cheshire, Coal Dealer Crews Pet Dec 13 Ord Dec 13
 FITZPATRICK, ARTHUR, Bradford, Mechanic Bradford Pet Dec 14 Ord Dec 14
 FRANKLAND, WILLIAM, Thornaby on Tees, Woodcutter Stockton on Tees Pet Dec 13 Ord Dec 13
 FURSE, DAVID, Blaengwynn, Glam, Labourer Neath Pet Dec 12 Ord Dec 12
 GERMAIN, WALTER KELK, Rotherhithe st, Rotherhithe, Licensed Victualler High Court Pet Oct 30 Ord Dec 13
 HORTON, JOHN ALEXANDER, Hollingbourne, Kent, Hotel Valuer Maidstone Pet Dec 14 Ord Dec 14
 KENDALL, WILLIAM BILTON, Cheltenham, Brush Maker Cheltenham Pet Dec 13 Ord Dec 13
 LEATHERS, FREDRICK CHARLES, Merion rd, Wandsworth, Builder Wandsworth Pet Dec 4 Ord Dec 13
 LEOGETT, JOSEPH, Burnham Market, Norfolk, Grocer and Draper Norwich Pet Dec 14 Ord Dec 14
 MCARDLE, FRANCIS GRAHAM, Braxted park, Streatham High Court Pet Sept 23 Ord Dec 12
 MORLEY, GEORGE STANLEY, Epsom Peterborough Pet Nov 23 Ord Dec 13
 NAYLOR, CHARLES ALBERT, Sheffield, Publican Sheffield Pet Nov 23 Ord Dec 13
 PAICE, REUBEN, Franciscan rd, Tooting, Grocer Wandsworth Pet Dec 12 Ord Dec 12
 PAYNE, JOHN, Blackheath, Butcher Dudley Pet Nov 30 Ord Dec 14
 PHIPPS, WALTER AUGUSTINE, Hungerford rd, Camden Town, Cab Proprietor High Court Pet Dec 13 Ord Dec 13
 RILEY, DANTON, Stockton on Tees, Bolliker wks Stockton on Tees Pet Dec 7 Ord Dec 12
 ROCKLIDGE, JOHN FITZGERALD, Althorpe, Amlerley High Court Pet Sept 18 Ord Dec 12
 RUSSELL, THOMAS ARTHUR, Cheltenham, Groom Cheltenham Pet Dec 12 Ord Dec 12
 SCOTT, ALFRED, Downend, Glos, Mining Engineer Bristol Nov 18 Ord Dec 13
 PET Nov 13 Ord Dec 14
 SENDERS, EFRAM, Commercial st, Tailor High Court Pet Nov 23 Ord Dec 11
 SOUTHALL, MARK, Wannerton Farm, nr Kidderminster, Farmer Kidderminster Pet Dec 13 Ord Dec 13
 THOMAS, L, Knighton, Radnor, Innkeeper Leominster Pet Oct 31 Ord Dec 12
 TRIM, FREDRICK, Brighton, Builder Brighton Pet Sept 23 Ord Dec 12
 TURNER, ALBERT EDWARD, Nuneaton, Warwick, Jeweller Coventry Pet Dec 13 Ord Dec 13
 TWITTON, PERCY HERBERT BENONI, Richmond, Hotel Manager Wandsworth Pet Dec 11 Ord Dec 13
 YEAN, JOHN FREDERICK, Gt Grimsby, Boatman Gt Grimsby Pet Dec 12 Ord Dec 12
 WALKER, JAMES, Kingston upon Hull, Grocer Scarborough Pet Dec 12 Ord Dec 12
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 WHOLEY, HIBBERT, Lower Cudworth, nr Barnsley, Farmer Barnsley Pet Dec 13 Ord Dec 13

Where difficulty is experienced in procuring the SOLICITORS' JOURNAL and WEEKLY REPORTER with regularity it is requested that application be made direct to the Publisher, at 27, Chancery-lane.

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